93808 NOTE AND MORTGAGE ផ្សារន DESVELVENT OF A PLEASURE VERVIEW WAYNE I. SMITH AND LAURETTYA G. County husband and wife works morrages to the State Of Oregon, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath Under NEW SENT and the Phylen of Section 30, Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING WITHEREFROM The Following: "The Clark of Witherefrom The Phylen Clark of Witherefrom The Witherefrom The Phylen Clark of Witherefrom The Witherefrom The Phylen Clark of Witherefrom The Wither Beginning at a point where the southerly line of state Highway 66 known as =the Klamath Falls-Lakeview Highway intersects the East line of Section 30, CTownship 1360 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon on the Southerly line of said Highway, 209 feet parallel to said East line of said Section 30 to a point; thence Southeasterly parallel to said Southerly line of said Highway 209 feet to said East line of said Section 30; thence North on said Section line to the point of beginning. 田 MORTGAGE 788 My Commission expires. Raise Landie Long Council Ç WITNESS by hand and official seal the day and year last above written act and deed. CC Laurattya G. Sinth the wite, and seknowied ed the totelloud; instrument to be time voluntari Defore me, a Notary Public, personally appeared the within numed MAVING I. Smilt). Entit County of LaKlamath together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in connection ventilating, water and irrigating systems; screens, doors window shades and blinds; shutters; cabinets, built-in stoves, overs, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and any shrubbery flora, or timber installed in or on the premises; and any shrubbery flora, or timber inow, growing or hereafter planted or growing thereon; and any land, and all of the rents, issues, and profits of the mortgaged pro perty; to secure the payment of One Hundred Thousand Eight Hundred Eighty Four and no/100and interest thereon, evidenced by the following promissory note: 51 \$ 549.00 — on or before May 1, 1981 — and \$549.00 on the left of every month—on the control of the second of the control of the second of the principal of the control of the principal of 549.00-WIO 193 LHI inal del Id BEENG BESEGOEDED LO FIZICE THE DATE OF TWE In the event of transfer of ownership of the premises or any part thereof. I will continue to be liable for payment and ORDS the balance shall draw interest as prescribed by ORS, 407.070 from date of such transfer.

ORDS the balance shall draw interest as prescribed by ORS, 407.070 from date of such transfer. This note is secured by a mortgage, the terms of which are made a true present to lesied by the literate of forecast vicinis made a true. Our state of the literate of the lit ine coveragies and Description of the respective parties herein. This extend to and he 80 dings of the respective parties herein. Sections pon the mreach of any cevenant of the mortgages, the mortal statement of the mortal statement, the mortal s Šmith succeeding the councernor with ency force joines.

10 cm The mortgagor or subsequent owner may pay all or; any partiof the Joan at any at the without penalty, 201 of 101 of 101. pieces of the mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free covenant shall not be extinguished by foreclosure, but shall run with the land. The size of the independent of the chief of the motification to pecution in independent the one had size without the one provided the one had size of the control of the co during a growth for service in this process.

1938 1918 (2000 to permit; the putting store of any buildings or including sor including sorting sorti 3. Not to permit the cutting or removal of any timber except for his own domestic use, not to commit or suffer any waste; the first of the permits of the premises for any detectionable or unlawful purpose. These is the premise of the premises for any detectionable or unlawful purpose. The premise of the p 3. Not to permit the cutting of femoval of any timber except for his own domestic use; not to commit or suffer any waste;

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Describes apply to get in totic partie worthered in the continuous transport disciplination and the property of the property o 24354 12/9/80 The mortgage, may, at his option, in case of default, of the mortgagor, perform same in whole or in part and all expenditures made in so doing including, the employment of an attorney to secure compliance with the terms of the mortgagor of the In case foreclosure is commenced, the mortgagor/shall/be: liable for the cost of a title search, attorney fees, and all other costs in connection with such foreclosure. Upon the breach of any covenant of the mortgage, the mortgage shall have the right to enter the premises, take possession, it the rents, issues and profits and apply/same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall the right to the appointment of a receiver to collect same. The covenants and agreements herein shall extend to and be binding upon the helrs, executors, administrators, successors and assigns of the respective parties hereto.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 407.00 to 407.200 and any subsequent amendments thereto and to all rules and regulations which have been WORDS. The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are THIS MORTGAGE IS BEING RERECORDED TO INSERT THE DATE OF THE NOTE

1980 AND RECORDED DECEMBER 1.7. MILES FOR RECORDED TO BOOK M80 PAGE 24353 and 24354 IN THE

MICROFILM RECORDS OF KLAMATH COUNTY, OREGON united-disbursement by the Scate of Oregon, at the rate of Section and invest to different interest face is catablished pursuant to ORS 407.072, principal and invest to different interest face is catablished pursuant to ORS 407.072, principal and information of Veterans' Attants in Salem Oregon, as additional strategies at the office of inscripticator of Veterans' Attants in Salem Oregon, as additional strategies at the office of inscripticator of Veterans' Attants in Salem Oregon, as additional strategies at the office of inscripticator of Veterans' Attants in Salem Oregon, as additional strategies at the office of inscripticator of Veterans' Attants in Salem Oregon, as additional strategies and the office of the office WITNESS. WHEREOF, The mortgagors have set their hands and sees this 100 better to the part in making means of the control of t (a 100,884,000---) and interest thereon, withince by Thank a feet of the suite of t) Seal) (Contract) to secure the payment of One Hendred Thousand Eight Hundred Eighty Four and no 10 (minutes) is a Sand apparted which the tensis issues and private furnees and results and blades which are invested to be appared to the appared to be appared to the appared to be appared to the appare Before me, a Notary Public, personally appeared the within named Wayne I. Smith and Laurettya G. Smith his wife, and acknowledged the foregoing instrument to be their voluntary act and deed. WITNESS by hand and official seal the day and year last above written. Mary Jan Cuffer Notary sublic tory MORTGAGE of said section 30) thence North on said Section line to the point 6023 Timing Complete Research Frankers Raymay interests and rast time of section 30.

Complete Rismath Frankers Raymay interests and rast time of said Highway, 209 feet the Southern County, whip Kismath County, and along the Southern Southern State Southern Southern State Southern Southern Southern Southern County, parallel to said East line of said Southern County Debarment of African Southern Sout the Klamath Falls-hakeview Highway intursacts the East line of Section 30. I certify that the within was received and duly recorded by me in 11 Klamath S.C. II County Records. Book of Mortgages, No. M80 | Perset | Mark December 17 1980 can in the State of Olegon and County of Kishaci Kishaci at "Kishaci at " CONNICTION CO. County Klamath Parapana and Byt Ochetha After recording return to: METALE TO ENTER FEE \$72.00 ELLAY

DEPARTMENT OF VETERANS AFFAIRS AF General Services Bund Safet Desch 2310 NOTE AND MORTGAGE Form L-4 (Rey. 3-71) ON OF OSERS WDEXED 24353

Fee \$10:50