NOTE AND MORTGAGE

Deby Strate Morragon VLLVIBY Douglas F. Wilhelm and Ruth A. Wilhelm, Husband

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, bursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath Court and wife Klamach

As described in the attached Exhibit "A" and by reference thereto made a part hereof: Exhibit A

Mail for All process Leaking of Mailete, Links States Mains diameter come Clerk

A parcel of land situate in the SW-NEW of Section 30, Township 2h South, Range A parcer of tand Stouage in the Swamp, of Section 50, fownship 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly

Beginning at a point along the original Southwest line of the land of Jim Erikson, Beginning at a point along the original Southwest line of the land of Jim Eriks being also a corner common to Crescent Heights Subdivision and E. B. Stumbaugh described as follows: being also a corner common to Crescent Heights Subdivision and E. B. Stumbaugh reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from which the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel rod, from the NE/16 corner of said Section 30 reserved land, a 5/8" steel bears North 72° 52' 07" East 481.31 feet; Thence along two lines with Crescent Heights Subdivision, South 38° 58' 09" West 100.00 feet to a point, a 5/8" steel Heights Subdivision, South 38° 58' 09" West 100.00 feet to a point, a 5/8" steel rod along rod; thence North 77° 00' 07" West 168.11 feet to a point, a 5/8" steel rod along rod; thence North (1000 U) West 160.11 feet to a point, a 5/8" steel rod alcount the East right-of-way line of U. S. Highway 97 and 50 feet from the centerline the rest right-oi-way line of U. S. Highway 91 and 50 feet from the centerline thereof; thence along said right of way line, North 15° 00' 13" East 180.00 feet to a point in a paved driveway a center-muchod managed and the same of the thereof; thence along said right of way line, North 15 00' 13 East 100.00 feet to a point in a paved driveway, a center-punched railroad spike; thence along two lines as agreed between E. B. Stumbaugh and Jim Erikson: South 55° 46' 32" two lines as agreed between E. B. Stumbaugh and Jim Erikson: parallel two lines as agreed between E. B. Stumbaugh and Jim Erikson: parallel two lines as agreed between E. B. Stumbaugh and Jim Erikson: parallel two lines as agreed between E. B. Stumbaugh and Jim Erikson: parallel two lines as agreed between E. B. Stumbaugh and Jim Erikson: parallel two lines as agreed between E. B. Stumbaugh and Jim Erikson: parallel two lines as agreed between E. B. 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together with the tenements, heriditaments, rights, privileges, and appurtenances including roads and easements used in connection to the tenements, heriditaments, rights, privileges, full storage receptacles; plumbing, and fixtures; furnace and fixtures in the premises; electric wiring and fixtures; doors, window shades and blinds, shutters; dashwashers; and all fixtures now or hereafter planted or growing thereon; and any contilating, water and irrigating systems; sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter planted or growing thereon; and any contilating, bullt-in, stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter planted or growing thereon; and any some or hereafter planted or growing thereon; and any some or hereafter planted or growing thereon; and any some or hereafter planted or growing thereon; and any some or hereafter planted or growing thereon; and any some or hereafter planted or growing thereon; and any some or hereafter planted or growing thereon; and any some or hereafter planted or growing thereon; and any some or hereafter planted or growing thereon; and any some or hereafter planted or growing thereon; and appurtenances including roads and easements used in connection to the same heating system, water heaters, fuel storage receptacles; plumbing, and appurtenances including roads and easements used in connection to the same heating system, water heaters, fuel storage receptacles; plumbing, and appurtenances including roads and easements plumbing.

to secure the payment of Fifty-three Thousand Two Hundred and no/100----

(\$.53,200.00=====), and interest thereon, evidenced by the following promissory note:

Fifty-three Thousand Two Hundred and no/100

a suces

I promise to pay to the STATE OF OREGON

To pollars (\$\frac{53,200.00}{53,200.00}\$), with interest from the date of the Director of Veterans' Affairs in Salem, Oregon, as follows:

1 promise to pay to the STATE OF OREGON

Dollars (\$\frac{53,200.00}{59----}\$), with interest from the date of time as a milital disbursement by the State of Oregon, at the rate of principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United different interest rate is established pursuant to ORS 407.072, principal and interes

316.00----- on or before April 15, 1981----- and 316.00 on the 15th of every month---- thereafter, plus one-twelfth of---- the ad valorem taxes for each

The due date of the last payment shall be on or before March 15, 2011-----In the event of transfer of ownership of the premises or any part thereof, I will continue to be lia liad under shall draw interest as prescribed by ORS 407.070 from date of such transfer.

This not is secured by a mortgage, the terms of which are made an entrance of the property of

Douglas F. Wilhelm

O. Wilhelm Dated at Klamath Falls, Onegon

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The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance; that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this covenant shall not be extinguished by foreclosure, but shall run with the land. ment shall not be extinguished by foreclosure, but shall run with the innu.

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1. To pay all debts and moneys secured hereby:

2. Not to permit the buildings to become vacant, or unoccupied; not to permit the removal or demolishment of any buildings or improvements now, or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in provements now, or hereafter existing; to keep same in good repair; to complete all construction within any waste;

2. Not to permit the buildings to become vacant, or unoccupied; not to complete all construction within a reasonable time in accordance with any agreement, made between the parties hereofor. MORTGAGOR: FURTHER: COV.

3. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;

3. Not to permit the cutting or removal of any indicated or unlawful purpose;

5. Not to permit any tax, assessment, iten, or encumprance to exist at any unite.

80 6. Mortgagee is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the advances to bear interest as proyided in the note;

advances to bear interest as provided in the note;

7. To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other hazards in such a namount as shall be satisfactory to the mortgage; to deposit with the mortgagee; all such insurance shall be made payable to the mortgagee; to deposit with the mortgagee; to deposit with the mortgagee all such insurance shall be made payable to the mortgagee; or company or companies and in such an amount as shall be satisfactory to the mortgage shall be made payable to the mortgage; or company or companies and in such an amount as shall be satisfactory to the mortgage all such insurance shall be kept in force by the mortgagor in case of forcedgeure until the period of redemption expires;

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8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same to be applied upon the indebtedness;

- 9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

9. Not to lease or rent the premises, or any part of same, without written consent or the mortgagee;

10. To promptly notify mortgagee in writing of a transfer of ownership of the premises or any part or interest in same, and to furnish a copy of the instrument of transfer to the mortgagee; a purchaser shall pay interest as prescribed by ORS 407.070 on all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and effect.

The mortgagee 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 mortgage or the note shall draw interest at the rate provided in the note and all such expenditures shall be immediately, repayable by the mortgage without demand and shall be secured by this mortgage.

Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified in the application, except by written permission of the mortgage given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this mortgage subject to foreclosure.

The fullure of the mortgage to exercise any options herein set forth, will not constitute a waiver of any right arising from a

The failure of the mortgage to exercise any options herein set forth will not constitute a waiver of any right arising from a breach of the covenants.

In case-foreclosure-is-commenced, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs incurred 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, collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to the appointment of a receiver to collect same.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Z Douglas F. Wilbelm

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