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AND COLLEEN J. NELLIPOWITZ AND COLLEEN J. NELLIPOWITZ HUSband and Wife and Wife of Oregon, represented and acting by the Director of Veterans Affairs, pursuant to ORS 407.030, the follow-TILL I MAN W. C. C. C. C. C. ST. ST.

A parcel of land situated in the Northwest Quarter of the Northeast Quarter of A parcer or rand situated in the Northwest Quarter or the Northeast Quarter of Section 25, Township 39 South, Range 9 East of the Willamette Meridian in the Section 23, Township 39 South, Kange 9 East or the Willamette Meridian in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of the Northeast Beginning at the Northwest corner of the Northwest Quarter of the Willamette Quarter of Section 25, Township 39 South, Range 9 East of the Willamette Quarter of Section 25, Township the North quarter corner of said Sections Quarter of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, said point also being the North quarter corner of said Section; Meridian, said point also being the North quarter line a distance of 689.8 feet to a Thence South 0° 13' West along the quarter line a distance of Henley Siding: Thence South 0° 13' West along the quarter line a distance of b89.8 reet to a point on the Northerly right of way line of the Great Northern Henley Siding; point on the Northerly right of way line of the Great Northern Henley Sid thence South 47° 55' East along the Northerly right of way line of said thence South 47° 55' East along the Northerly right of way line of said thence South 47° 55' East along the North 13° 27' West a Railroad a distance of 236.5 feet to a point: thence continuing North 0° 27' West a distance of 139. West to a point: thence continuing North 0° 27' West a Railroad a distance of 230.0 reet to a point; thence North U 27 West a distance of 139.4 feet to a point; thence continuing North Continuing North Continuing distance of 710.3 feet more or less to a point on the North Continuing distance of 710.3 feet more or less to a point on the North Continuing distance of 710.3 feet more or less to a point on the North Continuing distance of 710.3 feet more or less to a point on the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of the North Continuing distance of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a point of 710.3 feet more or less to a poin distance of 710.3 feet, more or less to a point on the North Section line of said Section 25: thence South 89° 33! West a distance of 170.9 feet more or distance of 710.3 feet, more or less to a point on the North Section line of said Section 25; thence South 89° 33' West a distance of 170.9 feet, more or said Section 43, thence South 07 33 west a distance of 1700, feet, more less to the North quarter corner to the point of beginning description.

cements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the and all of the rents, issues, and profits of the mortgaged property;

land, and all of the rents, issues, and profits of the mortgaged property, and no/100----- Dollars to secure the payment of Five Thousand Six Hundred Thirty and no/100-----(3.5.630.00----), and interest thereon, and as additional security for an existing obligation upon which there is a balance

Thirty Two Thousand Nine Hundred Fifty Seven and 12/100bollars (632,957,12--), with interest from the date of initial disbursement by the State of Oregon, at the rate of ______ percent per annual percent percent per annual percent percent per annual percent percent per annual percent per evidenced by the following promissory note: interest from the date of initial disbursement by the State of Oregon, at the rate of interest from the date of initial disbursement by the State of Oregon, at the rate of percent per annum, interest from the date of initial disbursement by the State of Oregon, at the rate of percent per annum, and the rate of the rate

principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs

the ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full unpaid principal, interest and advances shall be fully paid, such payments to be applied first as interest on the principal. amount of the principal, interest and advances small be fully paid, such payments to be applied first as interest on the unpaid principal, the remainder on the principal.

The due date of the last payment shall be on or before the formulation of the principal in the event of transfer of ownership of the pORS 407.070 from date of such transfer.

In the event of transfer of ownership of the pORS 407.070 from date of such transfer.

This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at Klamath Falls, Oregon....

COLLEEN J. WELLIPOWITZ ... 19*B*/...

MAY 19, The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the State of Oregon, dated November 23 and recorded in Book M77 page 22821 Mortgage Records for Klamath----

County Oregon, which was given to secure the payment of a note in the amount of 24,700,00 and this mortgage is also given as security for an additional advance in the amount of \$5.5500.00...... together with the balance of indebtedness covered by the

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. as security for an additional advance in the amount of a

MORTGAGOR FURTHER COVENANTS AND AGREES 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 for hereafter existing; to keep, same in good repair; to complete all construction within a reasonable time in accordance with any agreement; made between the parties hereton.

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

4. Not to permit the use of the premises for any objectionable or unlawful purpose;

5. Not to permit the use of the premises for any objectionable or exist at any time;

Not to permit any tax, assessment, lien, or encumbrance to exist at any time;

Mortgagee, is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the To keep all buildings unceasingly incured division. 4. Not to permit the use of the premises for any objectionable or unlawful purpose 5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;

advances to bear interest as provided in the note;

To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other notes as a provided in the note;

To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and with the mortgage all such company or companies and in such an amount as shall be satisfactory to the mortgages; to deposit with the payable to the mortgage all such insurance shall be made payable to the mortgage.

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together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easements used in connection with the tenements, hereditaments, rights, privileges, and appurtenances including roads and essements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, wently and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-tins; linoleums and floor vently and irrigating systems; screens, doors; window shades and blinds, shutters; and all fixtures now or hereafter vently water and irrigating systems; screens, doors; window shades and blinds, shutters; and all flittures now or hereafter evently water and irrigating systems; sinks, air conditioners, refrigerators, freezers, dishwashers; and all of growing thereon; and any coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter evently installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; and any shrubbery flora, or timber now growing thereby declared to be appurtenant to the installed in or or the premises; and any shrubbery flora, or timber now growing thereby declared to be appurtenant to the installed in or or the premises; and any shrubbery flora, or timber now growing thereby declared to be appurtenant to the installed in or or the premises; and any shrubbery flora, or timber now growing or hereafter planted or growing thereon; and any shrubbery flora, or timber now growing or hereafter planted or growing thereon; and any shrubbery flora, or timber now growing or hereafter planted or growing thereon; and any shrubbery flora, or timber now growing or hereafter planted or growing or hereafter planted o
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evidenced by seven and 12/100bollars (\$32,957,12), with
Thirty Two Thousand Nine Hundred Fifty Seven and 12/10Ubollars (\$JL.\$JOT.a.k. Thirty Two Thousand Nine Hundred Fifty Seven and 12/10Ubollars (\$JL.\$JOT.a.k. Thirty Two Thousand Nine Hundred Fifty Seven and 12/10Ubollars (\$JL.\$JOT.a.k. percent per annum, with interest from the date of initial disbursement by the State of Oregon, at the rate of
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This note is some
Pated at Klamath Falls, Oregon Richard J. NED 19 (1) 1 (2000)
MAY 19 COLLEEN J. MELLIPOWITZ

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

This mortgage is given in conjunction with and supplementary, to that certain mortgage by the mortgagors herein to the State of Oregon, dated November 23 1977, and recorded in Book M77 page 22821 Mortgage Records for Klamath----County; Oregon, which was given to secure the payment of a note in the amount of \$1.700.00 and this morigage is also given as security for an additional advance in the amount of \$ 5,630,000- together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness.

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

MORTGAGOR FURTHER COVENANTS AND AGREES:

- 1. To pay an debts and moneys secured nereby.

 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 accordance with any agreement made between the parties hereto;
- 3. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;

- 4. Not to permit the use of the premises for any objectionable or unlawful purpose:

 5. Not to permit any tax, assessment lien, or encumbrance to exist at any time; 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 provided in the note;
- advances to bear interest as provided in the note;

 To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other hazard company or companies and in such an amount asishall be satisfactory to the mortgage; to deposit with the mortgage company or companies and in such an amount asishall be satisfactory to the mortgage; to deposit with the mortgage payment in full of all premiums; all such insurance shall be made payable to the mortgage with receipts showing payment in full of all premiums; all such insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

en de lege in forte les allegantigegoi in éco. 8: Mortgagee, shall; be entitled; to all; compensation; and damages; received under right of tarily released, same; to, be; applied upon; the ; indebtedness; compensation; and compensation; an

9. Not to lease or rent the premises, or any part of same, without written consent of the mortgages; 10. To promptly notify mortgages 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 mortgages; a purchaser ishall pay interest as prescribed by ORS 407.070 on furnish a copy of the instrument, of transfer, in all other respects this mortgage shall remain in full force and effect.

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 mortgage or the note shall made in so doing including the employment of an attorney to secure compliance with the terms of 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 than those specified in the application, except by written permission of the mortgage given before the expenditure is made, other than those specified in the application, except by written permission of the mortgage given before the expenditure is made, other than those specified in the application, except by written permission of the mortgage given before the expenditure is made, other than those specified in the application of the mortgage to become immediately due and payable without notice and this mortgage subject to foreclosure.

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

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 in the right to the appointment of a receiver to collect same in the right to the appointment of a receiver to collect same in the right to the appointment of a receiver to collect same in the right to the respective parties herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

WORDS: The masculine shall be deemed to inclu	te and mortgage are subject to the provisions of Affice Al-A of amendments thereto and to all rules and regulations which have Affairs pursuant to the provisions of ORS 607.020.	otations are
able herein.	COLLEEN A. MELLIPOHITZ	
	an Sackybo at Merr (2011)	
and a Klumath Falls, Oregon		
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County of Klamath VI ORESTOR	C. E. J. S.	فنشيب فالمراب فالمراب
	the within namedRichard_JNellipowitz and	•
Before me, a Notary Public, personally appeared	THE William Bulg S SDQ TS\100 instrument to be the	`\$03".
-Colleen J. Nellipowitz	nis wife and acknowledged the foregoing instrument to be	volunta
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	ringuing Lives sing TS\100- is wife and acknowledged the foregoing instrument to be the inst	A 15016
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