NOTE AND MORTGAGE

THE MORTGAGOR Anvariation of the co.

KARL BUEHLER JR. AND JOY E. BUEHLER.

Husband and Wife

mortgages 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 neckanik

As described in the attached Exhibit "A" and by reference thereto made a part hereof: $E \times hibit \qquad ``H''$

The Southwesterly 100 feet of Lot 12 in Block 36, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, fronting 50 feet on Eldorado Avenue and running back 100 feet on Manzanita Street, in the County of Klamath, State of Oregon, said property being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 12 in said Block 36, at the corner of Eldorado Avenue and Manzanita Street; thence following the Northerly line of said Lot 12 and along Manzanita Street, a distance of 100 feet; thence Southeasterly and parallel with Eldorado Avenue and at right angles to Manzanita Street 50 feet to the Northerly line of Lot 13; thence at right angles Southwesterly and parallel with Manzanita Street 100 feet to Eldorado Avenue; thence in a Northwesterly direction along Eldorado Avenue 50 feet to the place of beginning.

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in	terest from the date of initial disbursement by the State of Oregon, at the rate of
l, sin	terest from the date of initial diabursement by the State of Oregon, at the rate of
	percent per annum, Dollars (\$
in	terest from the date of initial disbursement by the State of Oregon, at the rate of
un	til such time as a different interest rate is established pursuant to ORS 407.072,
pr	incipal and interest to be paid in lawful money of the United State
fol	On or other transfer of the state of the sta
\$.	306.00 on the 1st of each month thereafter, plus one-twelfth of the
the	ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full amount of the principal, erest and advances shall be fully paid, such payments to be applied first as interest on the unnaid principal.
	and value of the last payment shall be not before
	The due date of the last payment shall be on or before In the event of transfer of ownership of the preprises as a second of transfer of ownership of the preprises as a second of transfer of ownership of the preprises as a second of transfer of transfer of transfer of the preprises as a second of transfer
int	In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw This note is secured by
4.1	This note is secured by a mortgege, the terms of which are made a part hereof
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ay pay all or any part of the loan at any time without penalty.

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		Klamat!		
and recorded in Book, pa				

which was given to secure the payment of a note in the amount of \$19,475.00 and a Promissory Note dated July 16, 1980 in the amount of \$8,470.00 and a Promissory note dated January 6, 1981 in the amount of \$4,550.00.

and this mortgage is also given as security for an additional advance in the amount of \$......8, 168, 00 together with the balance of indebta 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 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.

MORTGAGOR FURTHER COVENANTS AND AGREES:

- I. To pay all debts and moneys secured hereby:
- 2. To allow the Representatives of the Director of Veterans' Affairs of Oregon to make rea sonable inspection of the premises during the life of the loan;
- Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolishment of any buildings or improvements now or the parties hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in accordance with any agreement made between
- Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any
- Not to permit the use of the premises for any objectionable or unlawful purpose;
- Not to permit any tax, assessment, lien, or encumbrance to exist at any time; if mortgagee is required to defend against a lawsuit to foreclose a lien or encumbrance, mortgagee may add any attorney fees or costs incurred to the principal, to bear interest as provided in the note; if mortgagee pays any lens, taxes, assessments or other encumbrances, such payments may also be added to the principal, to bear interest as provided in the note;
- Mortgages is authorized to pay all real property taxes assess provided in the note; ed against the premises and add
- To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and stand in such an amount as shall be satisfactory to the mortgages; to deposit with the mortgages all such all premiums; all such insurance shall be made payable to the mortgages; insurance shall be kept in for the period of redemption expires;

PC:1k 486-M(8-83)

	course the payment ofEight_thousand_one_hundred_sixty_eight_and_no/100Dollars, 168.00, 168.00
	ng ofTwenty seven thousand five hundred eighty and 26/100 Dollars (\$27,580.26 meed by the following promissory note:
	I promise to pay to the STATE OF OREGON: "Twenty seven thousand five hundred eighty and 26/100
44	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
	the ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest and advances shall 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 In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.
	Dated at Capretty falls Owen & John Suchler
-	The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

Klamath. ich was given to secure the payment of a note in the amount of \$...19,475.00 and .a. Promissory Note dated July 16, 1980 in the amount of \$8,470.00 and a Promissory note dated January 6, 1981 in the amount of \$4,550.00.

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- Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demoliahment of any buildings or improved hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in accordance with any agreement the parties hereto;
- Not to permit the cutting or removal of any timber except for
- Not to permit the use of the premises for any objectionable or unlawful purpose;

- Mortgages is authorized to pay all real property taxe as provided in the note;

 To keep all buildings uncessingly insured during the and in such an amount as shall be satisfactory to the all premiume; all such insurance shall be made paya the period of redemption expires;

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- Not to leads of rent the premises, or any part of same, window written consent of the consent of the premises of any part of same, window written consent from the Director to transfer of which the premises of a transfer of ownership of the premises or any interest in same, and furnish a copy of the instrument of transfer. Transfer and pay interest as prescribed by ORS 407,070 on all payments the from the date of transfer. Transfer and pay interest as prescribed by ORS 407,070 on all payments the from the date of transfer. Transfer and pay interest as prescribed by ORS 407,070 on all payments the from the date of transfer. Transfer of the property securing this loan after July 1, 1983. However, transfer or sale to the original borrower, the arrange pouse, surviving child or a texpellid of the original borrower, the average date of the property securing this loan after July 1, 1983. However, transfer or sale to the original borrower, the average pouse, surviving child or a texpellid of the original borrower, or a veteran eligible for a loan under ORS 407,010 to 407,210 and Article XI-Ay of the Original borrower.

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 mortgagor without demand and shall be secured by this mortgage.

Default in any of the covenants of 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 mortgagee 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 failure of the mortgagee 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.

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 407.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations which have been issued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein:

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