	28598 DIE AND MORTGAGE	Vol. MG Page
THE MORTGAGOR, TOM L. SMITH	I AND PATSY SUE SMITH	
THE MORIGAGON	B. 2	
	The property of Veterans	Affairs, pursuant to ORS 407.030, the follow
gages to the STATE OF OREGON, represented a	regon and County of Klamath	
described real property located in the State of Or described in the attached Exhi	ibit "A" and by reference	e made a part hereo:
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	MORTGAGE	
Who wonte vights privi	ileges, and appurtenances including roads	and easements used in connection with the premising, ventilating, water and irrigating systems, pur
ether with the tenements, hereditaments, is system, warried sarvice and heating system, watried service panels; screens, doors; window shades and service panels; screens, doors; with service panels;	vater heater, fuel storage receptations, linolet d blinds, shutters; cabinets, built-ins, linolet s: and all fixtures now or hereafter installe	ums and floor coverings, built have shrubbery, flora of in or on the premises; and any shrubbery, flora of the foregoing items, in whole or in part, all of wh
ether with the tenements, hereditaments, rights, privi stric wiring and fixtures; furnace and heating system, w strical service panels; screens, doors; window shades and ks, air conditioners, refrigerators, freezers, dishwashen ber now growing or hereafter planted or growing hered to hereby declared to be appurtenant to the land, and	on; and any replacements of any old of the all of the rents, issues, and profits of the	mortgaged property;
+ho	usand dollars & 10/10/	
26.000.00); and interest thereon, and	additional security for an existing	ng obligation upon which there is a bala
26.000.00), and interest thereon, and wing of Thirty-two thousand four	as additional section of any colors	ars & 41/100-Dollars (\$32,456.
	hundred Illry-Sla Gotta	MATERIAL PROPERTY OF THE PROPE
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The mortgagor or subsequent owner may pay an	August 27 19.74.
This mortgage is given in conjunction with and supplementary to the	nat certain mortgage to the State of Oregon, dated August 27
Book M 74 page 1049 Mortgage Records for	William William Control of William Control
which was given to secure the payment of a note in the amount of \$	ide paul du miniment de la
and this mortgage is also given as security for an additional advance in by the previous note, and the new note is evidence of the entire in the mortgagor covenants that he owns the premises in the mortgagor covenants to premise and defend same too.	n the amount of \$20,000.00, together with the balance of indebtedness covered and the state of the state o
MORTGAGOR FURTHER COVENANTS AND AGREE	Standard Commence of the Comme
and secured hereby:	the premises during the life of the loan;

- 2. To allow the Representatives of the Director of Veterans' Affairs of Oregon to make reasonable inspection of the premises during the life of the loan; 1. To pay all debts and moneys secured hereby;
- Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolishment of any buildings or improvements now or 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; the parties heroto;
 4. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
 5. 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 unlawful purposes:

 6. 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, mortgages may add any attorney fees or costs incurred to the principal, to bear interest as provided in the note; if mortgages necessary and any attorney fees or costs incurred to the principal, to bear interest as provided in the note; liens, taxos, assessments or other encumbrances, such payments may also be added to the principal, to bear interest as provided in the note;

 7. 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;

 8. To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other hazards in such company or companies and in such an amount as shall be eatisfactory to the mortgages; to deposit with the mortgage all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgages; insurance shall be kept in force by the mortgager in case of foreclosure until the period of redemption expires;

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The borrower must obtain prior witten consent of the Directors from th

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all payments due from the date of transferr(in all other respects this mortgage) shall remain in full force and effect was in the payments due from the date of transferr(in all other respects this mortgage) shall remain in full force and effect was in the payments due from the mortgage may at his option, in case of default of the mortgage may including the employment of an attorney to secure, compliance, with the terms of the mortgage without made in so, doing including the employment of an attorney to secure, compliance with the terms of the mortgage without made in the rate provided in the rote and all such expenditures shall be immediately repayable by the mortgage and and shall be secured by this mortgage.

The failure of the coverants or agreements herein contained or the expenditure of any portion of the expenditure of the payment of the payme

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 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. Leaving 10, 100 glubble 100 global to mortgagor 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 mortgage shall have the right to the appointment of a receiver to collect same thave the right to the appointment of a receiver to collect same are the right to the righ

assigns or the respective parties nereto.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon and distinctly understood and agreed that this note amendments thereto and to all rules and regulations which have been issued Constitution, ORS, 407,010, to 407,210, and any subsequent. Affairs, pursuant to the provisions of ORS 407,020.

or may hereafter be issued by the Director of Veterans Affairs pursuant to the provisions of Olio 401.020.

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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County	NOTE WITH VALUE AND MORIEVEE STATE BEND, OR 97701.	A STATE OF THE SPORTS
X300 HOUSE STORES		

A tract of land situated in the SW4SE4 of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 5/8" x 30" iron pin marking the Southeast corner of the SW\sE\delta of said Section 34; thence North 00° 07' 48" East along the East line of the W2SE4 of said Section 34, said line being the centerline of the County Road, a distance of 259.67 feet to a point; thence North 89° 52' 12" West a distance of 30.00 feet to a 5/8" x 30" iron pin on the Westerly right of way line of said County Road to the true point of beginning; thence North 00° 07' 48" East along the West line of the County Road a distance of 240 feet; thence North 89° 51' 12" West a distance of 800.5 feet, more or less to the centerline of the U.S.B.R. C-4 Canal; thence Southerly and Westerly along the center line of said irrigation canal to a point that is North 89° 26' 49" West a distance of 962.02 feet from the true point of beginning of this description; thence South 89° 26' 49" East a distance of 62.00 feet to the Northwest corner of that tract of land described in Deed Volume 299 at page 209; thence continuing South 89° 26' 49" East along the North line of said tract of land a distance of 900.02 feet to the true point of beginning.

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 5th day	_{y of} Apri	1_A.D. 19_85
at4:00	o'clock	P M, and duly
recorded in Vol.		Mortgages
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Page50		_•
Page		 Sounty Clerk
EVELY	n biehn, g	County Clerk
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