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acting by the Director of Vecencer Addams, pursuant to ORS 497.020, the Bollow-plant Cracy of Biologicht erigages to the STATE OF CREDEN, prestantial and acting by the Der ing described real property located in the State of Ore

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

Exhibit "A" A parcel of land situated in the NSSNESSE's of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the southwest corner of the ElSEl (E 1/16 corner) of said Section 11; thence N. 00°26'00" W. (N.00°16' W. by Deed Volume M-74-9088, as recorded in the Klamath County Deed records) 1846.3 feet; thence S. 89°40'10" E. (S.89°31' E. by said Deed Volume TIL OF THE PERCE, 1 te secure the payment of Five thousand thirty-six & no/100------- Dollars owns of Forty-five thousand seven hundred sixty wight & 74/100----- Dollars (\$ 45,768.74, Juri De Collinal sast the day and year lart bare matter of by the following pro I promise to pay to the STATE OF ORECON: n the design of initial distancements by the Base of Oregon, at the rate of 7.7 Five thousand thirty-six & no/100------Dollars (8. the from the date of initial disburgement by the State of Oregon, at the rate of Dollars (\$.... starset from the date of initial disturgement by the State of Oregoid, at the rate of ratil such time as a different interest rate is established pursuant to ORS 407.072, cipal and interest to be paid in lawful money of the United States at the office of the Director of Veterane' Affairs in Salem, Ore was a 397.00 on or before November 1, 1986 folle 397.00 on the first of each month thereafter, plus One-twelfth of the ad valorem taxes for each successive year on the premises described in the martings, 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 unsaid principal, the remainder on the principal. The due date of the last payment shall be on or before August 1, 2010 In the event of transfer of ownership of the premises or any part thread, I will continue to be lable for payment and the balance shall draw as presented by 0.055 407.070 from date of each transfer. Jan Wanne Deterat KLAMATH FALLS DREGON TH 10.86 SEPTEMBER oUAN (0 TRUDI D. EVANS Sec. 25.4 applicate indicio of 25 ity. There wints and the upperson as in personal refine Direct of Actautic Strate Interest for the movement of the second strate in the second strate in 10, second strate in 80 and the second strategy of the second strategy in 80 and the second strategy which was given to accure the payment of a note to the ampunt of a : 48,450.00 spice, per team pands and the formation and other ampunt of a : 48,450.00 spice, per team pands and the formation and other ampunt of a : 48,450.00 netifield to convector with the second construction of the entire indebtedness of \$ 25,036,000 to be the balance of indebtedness over The mortgager 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 warrent and defend same forever against the fising 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; To pay all debie and moneys secur To allow the Representatives of the l t monthly secured hereby: the start the Start is starting a start of the provide the start of the start e during the life of the los To allow the Representatives of the Linector of variant Arrains of Groups to make removal or demolekanets of the permise string to secone vacant or unoccupied; not to permit the removal or demolekanet of any buildings or improvements now or because existing to here same is good repair, to excepte all construction within a reasonable time in accordance with any agreement made between the perties hereto. Not to permit the cutting or removal of any timber coupt for his own domestic use; not to constit or suffer any waste; Not to permit the use of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of the premises for any objectionable or aniswful purpose; (1) is the present of 4

Not to permit the cutting or removal of any timber. Not to permit the use of the premises for any object 5.

6. Not to persuit any tax, assessment, lies, or encounterable or aniswful parameter, it is statistical equines a lawnoit to foreclose a lie contract any tax, assessment, lies, or encounterable or aniswful parameter, it is a statistical equines a lawnoit to foreclose a lie contractant encounterable, so that any solid exploration or encounterable or encountera d against a lawauit to foreclose a lien or relad in the note; if mortgages pays any ar interest as provided in the note;

To keep all buildings uncessingly insured during the term of the mortgage, against loss by fire and such other hauards in such company or companies and its such an annume as shall be antisfactory to the mortgages; to deposit with the mortgage all such policies with receipts showing payment in fell of all pressiums; all such insurance shall be made payable to the martgages; insurance shall be kept in force by the mortgager in case of foreclosive until the period of redemption expires;

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Beginning at the southwest corner of the ESSEN (E 1/16 corner) of said Section 11; thence N. 00°26'00' N. (N.00°16' N. by bead volume N-74-9088, as recorded in the klamath Councy bead records) 1846.3 feect thence S. 69\*40'10' E. (S.89\*31' C. by said Deed Volume N-74-9088) 150.00 feet to the grue Point of Bedinning Uf this description, thence continuing E. 49\*40'10' E. SD'00. Tech. Leafer thence is the state of the said bead records). Klamath County, Oregon, more particularly described an iollower Range 9 East of the Williamstre

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thereafter, plus one-twelfth of . 397.00 397.00 on the first of each month uses, and continuing until the full amount of the principal, at on the unpaid principal, the remainder on the principal. the ad valorem taxes for each moressive year on the premises described in the m interest and advances shall be fully paid, such payments to be applied first as inte August 1, 2010

any part thereof . I will continue to be liable for pay The due date of the last proment shall be on or before - shall draw In the event of transfer of ownership of the premises or is as prescribed by ORS 407/070 from date of such tra-the note is secured by a mortgage, the terms of whi

Jour C. Dead a KLAMATH FALLS, DREGON SEPTEMBER 30TH .86 TRUDI EVAN

Ny burn a way on a subour name all ny port of the los The motore we to the State of Oregon, dated June 10, vitenz halonyus io

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MONTGAGOR FURTHER COVENANTS AND AGHEES

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been fits existing to have store in good repair, to example all construction within a reasonable time in accordance v the periods between entropy of any impact store reasonable or descent use, not to commit or suffer a Net to permit the use of the previous for any objectments or misserial purpose. Net to permit the use of the previous for any objectments or misserial purpose. Net to permit the use of the previous for any objectments or the served proves. Net to permit the use of the previous for any objectments or the server is provided the permit the use of the previous for any objectments or the server of the principal purpose. Net to permit the use of the previous descenter of the principal to the principal, to be or in the server is a the server of the principal to the principal, to be a first of a previous them, then, accounts or of the principal to the principal, to be principal, to be risk of a previous and add serve to the principal, to be server. A AS DECK mises and add same to the principal, each of the advances to be

Montanana and a state of the pay all real property of all the state of the pay all real property of all the state of the pay all real property of the state of th ured during the term of the mertange, against loss by fire and such other hazards in such o infectory to the mertaneous to depend with the meria are all each palicies with receipts show to make payable to the mertaneous insurance shall be kept in force by the mortgager in o the sevenest in full a 7 aingly ines e all buildings uncost T. my 8. sume, all n expires in in all pr

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The mortgages may, at his option, in case of default of the mertgager, 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 is 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 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 mortgages given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgages to become immediately due and payable without notice and this mortgage subject to foreclosure encapt or the unemented to be any fore the specific to the speci

The failure of the morigages to ansertise any options herein set forth will not constitute a waiver of any right arising from a masch of the covenants.

"In case foreclosure is commenced, "the mortgager 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 profile and apply same. Icm reasonable costs of collection, upon the indebtedness and the mortgage shall have the right to the spointment of a receiver to collect same apply of 0.

The covenants and agreements berein shall extend to and be binding upon the beirs, executors, administrators, successors and

It is distinctly understand 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 lagued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.

WORDE: The massuine shall be deemed to include the feminine and the singular the plural where such connotations are applicable herein.

30<sup>TH</sup> 12.0 y y y IN WITNESS WHEREOF, The mortgagore have not their b SEPTEMBER. .86 1 101:00 1 55 HILL FALLE An 1 This was prostant in another. The mains TT MARTING M James M. Evans The size of the last pryon of a pair before before the flat event of the number of size provided of the provided of the provided of the size of the provided of the size of the provided of the size of the provided of the pr ones theres. a Statel .. Â, 195 0 idi the relation of an experimental second second on the second s Second sec West server 5 aroma nos Trudi D. Evans 397,00 do the titget of sech month. STINCAST'S resurped and infinest to be paid in lawful number of the tables examples 397.00 marked as 140 verified 1. (8 as the of the section for the initial and the state of sector dispersion to the Sector with sector from the sector difference and sector to be sector ACKNOWLEDGMENT TATE OF ORBGON TAGE AUTINE CONTRACT OF THE OFFICE ( LA Part of CATURA County of Klanath Sec. 201 TAT Benny me, a Notary Public, personally appeared the within named TAMES M. EUANS AND TAUDE A DECOMPANY AND A STATE 68 379 volunta ct and ged, .... and died. 21expires palies blacked or growing lacence sug into a appurcention to the land, and all of the re 1.171190 Piecton anning and comme arctics, rights, privilego of branch, wyten, wat MORTGAGE P40538 TO Department of Veterans' Affairs FROM STATE OF OREGON, Klamath County of M86 Page 17714 on the 30th day of Sept. 1986 Evelyn Biehn, ..., County Clerk Am ma Deputy. By September 30, 1986 at o'clock 9:55 Am Filed County Clerk, Evelya Blehn, GIVENT OF VETERABLE AVEADE Fee: \$13.00 155 NE Revere Band OR 97701 TASI 10276

HAI.33 Teet to the True Point of Beginning.