

NOTE AND MORTGAGE

THE MORTGAGOR: Robert E. Brown and Phaleya P. Brown, 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
Lot 1 in Block 4 of FIRST ADDITION TO SUNSET VILLAGE, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors, window shades and blinds, shutters, built-ins, linoleums and floor coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures thereon; and any installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; and any replacements 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 land, and all of the rents, issues, and profits of the mortgaged property.

to secure the payment of Eighteen Thousand Five Hundred and no/100 ----- Dollars (\$18,500.00 -----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Eighteen Thousand Five Hundred and no/100 ----- Dollars (\$18,500.00 -----), with interest from the date of initial disbursement by the State of Oregon, at the rate of four percent per annum on a principal balance of \$18,500.00 ----- or less and 6.8 percent per annum on the principal balance in excess thereof, principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows: \$ 101.00 ----- on or before November 15, 1970 ----- and \$ 101.00 on the 15th of each month ----- thereafter, plus one-twelfth 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 October 15, 1994.

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.

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

Dated at Klamath Falls, Oregon
September 23 1970

Robert E. Brown
Phaleya P. Brown

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.

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 demolition 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;
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 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 company or companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgagee; if the mortgagor fails to effect the insurance, the mortgagee may secure the insurance and the cost shall be added to the principal, deemed a debt due and shall be secured by this mortgage; insurance shall be kept in force by the mortgagor in case of foreclosure 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;
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; any purchaser shall assume the indebtedness, and purchasers not entitled to a loan or 4% interest rate under ORS 407.010 to 407.210 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; no instrument of transfer shall be valid unless same contains a covenant of the grantee whereby the grantee assumes the covenants of this mortgage and agrees to pay the indebtedness secured by same.

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 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 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 mortgagee 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 mortgage is 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.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 23 day of September, 1970

Robert E. Brown (Seal)

Phaleya P. Brown (Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath

September 23, 1970

Before me, a Notary Public, personally appeared the within named Robert E. Brown and Phaleya P. Brown,

his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS by hand and official seal the day and year last above written.

Opie V. McDonald
Notary Public for Oregon

My Commission expires April 4, 1971

MORTGAGE

L-77627-P

FROM TO Department of Veterans' Affairs

STATE OF OREGON,

County of Klamath

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages,

No. 45108 Page 8502 on the 24th day of September Klamath County Oregon

By *Phyllis Little* Deputy.

Filed September 24, 1970 at o'clock 11:39A

County Klamath By *Phyllis Little* Deputy.

re-recorded to show clerk's name

STATE OF OREGON, }
County of Klamath } ss.

INDEXED

Filed for record at request of:

on this 5th day of October A. D., 1970

at 8:44 o'clock A. M. and duly

recorded in Vol. M70 of Mortgages

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WM. D. MILNE, County Clerk

By *Phyllis Little*

FORM No. 691-MOR

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1 THIS INDENTURE WITNESSETH, that JOHN C. SIEMENS and RUTH E. SIEMENS, hus-
 2 band and wife, hereinafter known as Grantors, for the consideration hereinafter
 3 stated have bargained and sold, and by these presents do grant, bargain, sell
 4 and convey unto JOHN FEILING and CATHARINA FEILING, husband and wife, Grantees,
 5 the following described premises, situated in Klamath County, Oregon, to-wit:

6 PARCEL A: A tract of land situated in Government Lot 3, Section 7, Town-
 7 ship 35 South, Range 7 E. W. M., more particularly described
 8 as follows:

9 Beginning at an iron pin from which the North one quarter corner of said
 10 Section 7 bears North a distance of 200.0 feet and East a distance of 319.1
 11 feet; thence South a distance of 100.0 feet to an iron pin; thence West
 12 parallel with the North boundary of said Section 7 a distance of 264.2
 13 feet to the East boundary of State Highway #427; thence North 00°41' West
 14 along the East boundary of State Highway #427 a distance of 100.0 feet;
 15 thence East parallel with the North boundary of said Section 7 a distance
 16 of 265.3 feet more or less to the point of beginning. (being 0.61 acres,
 17 more or less)

18 TOGETHER WITH the right of egress and ingress over and across a tract of
 19 land situated in Government Lot 3, Section 7, Township 35 South, Range 7
 20 E. W. M., more particularly described as follows:

21 Beginning at a point on the East boundary of State Highway #427, from
 22 which the North one quarter corner of said Section 7 bears North 00°41'
 23 West, a distance of 300.0 feet and East a distance of 586.8 feet, said
 24 point being the Southwest corner of the above described tract of land.
 25 Thence South 00°41' East with the East boundary of State Highway #427,
 26 a distance of 198.0 feet to an iron pin; thence East a distance of 35.0
 27 feet; thence North 00°41' West parallel with the East boundary of State
 28 Highway #427 a distance of 198.0 feet; thence West a distance of 35.0
 29 feet to the point of beginning.

30 Subject to the rights of the public to egress and ingress over and
 31 across the West 35.0 feet of said tract.

32 PARCEL B: A tract of land situated in Government Lot 3, Section 7, Town-
 ship 35 South, Range 7 E. W. M., more particularly described
 as follows:

Beginning at an iron pin from which the North one quarter corner of said
 Section 7 bears North a distance of 300.0 feet and East a distance of 319.1
 feet; thence South a distance of 100.0 feet to an iron pin; thence West
 parallel with the North boundary of said Section 7 a distance of 263.0
 feet to the East boundary of State Highway #427; thence North 00°41' West
 along the East boundary of State Highway #427 a distance of 100.0 feet;
 thence East parallel with the North boundary of said Section 7 a distance
 of 264.2 feet more or less to the point of beginning. (being 0.60 acres,
 more or less)

TOGETHER WITH the right of egress and ingress over and across the follow-
 ing described tract of land:

A tract of land situated in Government Lot 3, Section 7, Township 35
 South, Range 7, E. W. M., more particularly described as follows:
 Beginning at a point on the East boundary of State Highway #427 from
 which the North one quarter corner of said Section 7 bears North 00°41'
 West a distance of 400.0 feet and East a distance of 586.8 feet, said
 point being the Southwest corner of above described tract; thence South
 00°41' East with the East boundary of State Highway #427 a distance of
 98.0 feet to an iron pin; thence East a distance of 35.0 feet; thence
 North 00°41' West parallel with the East boundary of State Highway #427
 a distance of 98.0 feet; thence West a distance of 35.0 feet to the point
 of beginning. (Subject to the rights of the public to egress and ingress
 over and across the West 35.0 feet of said tract.)

PARCEL C: 1/32 interest in and to a portion of Section 6, Township 35 South,
 Range 7, E.W.M., described as follows:

GANDONG, GANDONG
 & GORDON
 ATTORNEYS AT LAW
 KLAMATH FALLS, ORE.

Beginning at a point on the West right of way line of the old Dalles-California Highway (State Highway No. 427) 10 feet Southerly along said West right of way line from the intersection of the South line of Lot 3, Section 6, Township 35 South, Range 7 East of the Willamette Meridian and said West right of way line; said point of beginning being the Southeasterly corner of parcel of land described in a deed recorded in Volume 343, Deed Records of Klamath County, Oregon, at page 229; thence Southerly along the said West right of way line a distance of 90 feet to a point; thence Westerly and parallel with the Southerly line of said Lot 3 to the Easterly shoreline of Agency Lake; thence Northerly along the said Easterly shoreline to the Southwest corner of said parcel of land described in Volume 343, Deed Records of Klamath County, Oregon, at page 229; thence Easterly along the Southerly boundary of said parcel so described to the point of beginning.

SUBJECT TO: 1970-71 real property taxes which are now a lien but not yet payable; Easement granted to California Oregon Power Company, a California corporation, recorded May 11, 1925 in Deed Volume 65 at page 579, Records of Klamath County, Oregon; Rights of Governmental bodies in and to that portion of the herein described property lying below the ordinary high water mark of Agency Lake; Easement, including the terms and provisions thereof, as set forth in deed recorded May 6, 1970, in M-70 at page 3599 for ingress and egress; Easement, including the terms and provisions thereof, dated May 20, 1970, recorded May 27, 1970, in M-70 at page 4205 for ingress and egress, and amended by deed recorded August 24, 1970 in M-70 at page 7423.

The true and actual consideration paid for this transfer is \$2800.00.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as an estate by the entirety. And the said grantors do hereby covenant, to and with the said grantees, and their assigns, that they are the owners in fee simple of said premises; that they are free from all encumbrances, except those above set forth, and that they will warrant and forever defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 28th day of August, 1970.

John C. Siemens (SEAL)
Ruth E. Siemens (SEAL)

STATE OF OREGON)
County of Klamath) SS

August 22, 1970

Personally appeared the above named John C. Siemens and Ruth E. Siemens, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Ronald H. Hitt
Notary Public for Oregon
My Commission Expires: 7-21-74

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
U.S. NATIONAL BANK CHILQUIN BRANCH
on this 5th day of OCTOBER A.D., 1970
at 9:12 o'clock A.M. and duly
recorded in Vol. M 70 of DEEDS
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WM. D. MILNE, County Clerk

By Hazel Drayton Deputy.

Fee \$3.00

GANDONG, GANDONG
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

11.8.1970
Chilquini Br.
Rec. Vol 377
Deed Book 970 20