

46878

70-1527

VOL 172 PAGE 10476

NOTE AND MORTGAGE

THE MORTGAGOR, Robert Cahill and Helen Cahill, 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
IN TOWNSHIP 40 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN:

SECTION 24

Parcel 1: Those parts of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ lying Southerly and Westerly from the Lost River Diversion Channel deeded to the U.S.A. in Deed Book 254 at page 181.

Parcel 2: The E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and that part of the SE $\frac{1}{4}$ lying Southerly and Westerly of the Lost River Diversion Channel conveyed to U.S.A. in Deed Book 254 at page 181.

Parcel 3: The N $\frac{1}{2}$ SW $\frac{1}{4}$, and the W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$.

BUT EXCEPTING FROM the above Parcels the strips along the North and South boundaries of said Section 24 deeded to Klamath County for road right-of-way in Deed Book 104 at page 624 and Deed Book 227 at page 141.

Parcel 4: Lot C, Block 67 NICHOLS ADDITION.

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; cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter 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 Sixty Five Thousand Six Hundred and No/100----- Dollars

(\$ 65,600.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Sixty Five Thousand Six Hundred and No/100----- Dollars (\$ 65,600.00-----), 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 \$50,000.00----- or less and .64 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: \$4,225.00----- on or before November 15, 1971----- and \$4,225.00 on the 15th of each November-----

thereafter, plus ----- 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 November 15, 1998.

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

November 23 19 70

Robert Cahill
Helen Cahill

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 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;
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;