

5807 28-1399

NOTE AND MORTGAGE

THE MORTGAGOR, Hugh C. Barnwell and Beverly Jo Barnwell, 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**
 74 Lot 6, Moyina, Klamath County, Oregon.

SEP 27 11 56 AM 1971

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 **Seventeen Thousand Seven Hundred and no/100** ----- Dollars
 (\$ 17,700.00 -----) and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON **Seventeen Thousand Seven Hundred and no/100** ----- Dollars (\$ 17,700.00 -----) with interest from the date of initial disbursement by the State of Oregon, at the rate of **5.9** ----- percent per annum until such time as a different interest rate is established pursuant to ORS 407.072, 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:

\$113.00 ----- on or before **November 1, 1971** ----- and **\$ 113.00** on the **1st 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 balance, the remainder on the principal.

The due date of the last payment shall be on or before **October 1, 1996**.

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** *Hugh C. Barnwell*
September 27 19 **71** *Beverly Jo Barnwell*

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 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; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

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; a purchaser shall pay interest as prescribed by OHS 407.070 on all payments due from the date of transfer, in all other respects this mortgage shall remain in full force and effect.

The mortgagee may, at his option, in case of default of the mortgagee, 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 mortgagee 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 mortgagee 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 note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, OHS 407.010 to 407.020 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 OHS 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 27 day of September 19 71

Hugh C. Barnwell (Seal)
Beverly Jo Barnwell (Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of

Klamath

September 27, 1971

Before me, a Notary Public, personally appeared the within named Hugh C. Barnwell and Beverly Jo Barnwell,

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.

Carl V. McDonald
Notary Public for Oregon

My Commission expires April 4, 1975

MORTGAGE

FROM TO Department of Veterans' Affairs

L. 84787

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. M71 Page 10221 on the 27th day of September Wm. D. Milne County Clerk

By *Carl V. McDonald* Deputy,

Filed September 27, 1971 at o'clock 11:00 A.M. Wm. D. Milne

County Clerk

By *Carl V. McDonald* Deputy,

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS Fee \$3.00
General Services Building
Salem, Oregon 97310

or
(Rev. 5-71)

SP102600-274

SEP 27 11 41 AM 1971

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT

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1. LAST NAME, FIRST NAME, MIDDLE NAME MOORE KENNETH WAYNE		2. SERVICE NUMBER NONE		3. SOCIAL SECURITY NUMBER 548 68 1504	
4. DEPARTMENT COMPONENT AND BRANCH ARMY AUS INF		5. GRADE, RATE, OR RANK SP4		6. PAY GRADE E-4	
7. U.S. CITIZEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		8. PLACE OF BIRTH (City, State and Country) Alturas, California		9. DATE OF BIRTH 5 Oct 70	
10. SELECTIVE SERVICE NUMBER 35 18 50 346		11. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY, STATE, AND ZIP CODE LB # 18 Klamath Falls, Oregon 97601		12. DATE REPORTED 20 Jan 70	
13. TYPE OF TRANSFER OR DISCHARGE Transferred to USAR (See 16)		14. STATION OR INSTALLATION AT WHICH EFFECTED Fort Riley, Kansas		15. EFFECTIVE DATE 23 Sep 71	
16. REASON AND AUTHORITY Para 5-3 AR 635-200 & DA MSG DCSPER-PS & T		17. CHARACTER OF SERVICE HONORABLE		18. TYPE OF CERTIFICATE ISSUED NONE	
19. LAST DUTY ASSIGNMENT AND MAJOR COMMAND Co A 1st Bn 18th Inf 1st Div Fort Riley, Kansas - 2nd US ARMY		20. REENLISTMENT CODE RE-1		21. DATE OF ENTRY 19 Jan 76	
22. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION <input checked="" type="checkbox"/> ENLISTED <input type="checkbox"/> REENLISTED <input type="checkbox"/> REINSTATED		23. SOURCE OF ENTRY NA		24. DATE OF ENTRY NA	
25. PREVIOUS REENLISTMENT NONE		26. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City, State and Zip) Portland, Oregon		27. STATEMENT OF SERVICE FT LEWIS WASH - 9 WEEKS 1970 - IND FIRE CRAIN	
28. SPECIALTY BRANCH & TITLE Inf 1st Div 70		29. RELATED CIVILIAN OCCUPATION (City, State and Zip) Crwmn See #30		30. REMARKS 12 Years - Academic Blood Group "A+" USARV - 18 Jun 70 thru 9 May 71 Ref Item 23a - MOS Eval 3c - None	
31. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER TRANSFER OR DISCHARGE (Street, RFD, City, County, State and ZIP Code) Same as Item # 21		32. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED <i>Kenneth H. Moore</i>		33. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>Verne G. Kuhn</i>	
34. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER VERNE G KUHN CHIEF TRF ACT SEC		35. ARMED FORCES OF THE UNITED STATES REPORT OF TRANSFER OR DISCHARGE		36. FORM 214 JUL 70	

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *Kenneth Wayne Moore*
this 27th day of September A.D. 1971 at 11:01 o'clock A.M., and duly recorded in
Vol. M 71 of Discharges on Page 10223

Fee (None) By *Wm. D. Milne, County Clerk*