

NOTE AND MORTGAGE
JERRY DEAN BLISS and LINDA M. BLISS, husband and wife
THE MORTGAGOR.

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following:

Klamath

the described real property located in the State of Oregon and County of **Klamath** County, Oregon: A tract of land

The following described real property in Klamath County, Oregon: A tract of land situated in the S¹/₄SE¹/₄ of Section 36, Township 39 South, Range 7 East, of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the west boundary of the Klamath Falls-Merrill Highway, said point being North 0°14' East a distance of 321.7 feet and North 89°57' West a distance of 30.0 feet from the Southeast corner of said Section 36; thence North 89°57' West a distance of 380.5 feet; thence North 0°14' East 288.2 feet; thence South 89°55' East 380.5 feet to the West boundary of the Klamath Falls-Merrill Highway; thence South 0°14' West along the West boundary of said highway a distance of 288.2 feet, more or less, to the point of beginning.

[illegible]

replacements of any one or more of the mortgages and profits of the mortgaged property, and all of the rents, issues and profits of the mortgaged property, to secure the payment of **Six Thousand Eight Hundred and no/100** Dollars

6,800.00-----, and interest thereon, and as additional security for an existing obligation of _____, the sum of Six Thousand Five Hundred Seventy One and 92/100----- Dollars (\$ 6,571.92- owing to _____)

evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON
 Six Thousand Five Hundred Seventy One and 92/100 Dollars 6,571.92 with
 interest from the date of initial disbursement by the State of Oregon, at the rate of 4.0 percent per annum
 Six Thousand Eight Hundred and no/100 Dollars 6,800.00 with
 interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum

principal and interest to be paid in lawful money of the United States on or before December 1, 1973, and thereafter plus one-twelfth of \$89.00 on the 1st of each month.

in Salem, Oregon, as follows: -----
\$9.00 on the 1st of each month -----
 thereafter, plus -----
 the interest on the principal, 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 of the principal.
November 1, 1993 -----
 The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears in the records of the County of Marion, Oregon.

The due date of the last payment shall be on or before November 1, 1995.
In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment of this note.
and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.
This note is secured by all the terms of which are made a part hereof.

This note is secured by all assets the terms of which are made a part hereof.

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Dated at Klamath Falls, Oregon
October 9 1973
Carly Ann Moore
Lita Marie Blair

_____ or the loan at any time without penalty.

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the
Oregon dated December 12, 1960 and recorded in Book 499 page 479 Mortgage Records for Clatsop
11,500.00 and this mortgage is a

County, Oregon, which was given to secure the payment of a note in the amount of \$6,800.00—together with the balance of indebtedness covered by security for an additional advance in the amount of \$6,800.00—the new note is evidence of the entire indebtedness.

the mortgage covenants that he owns the premises, the simple has good right to mortgage same, that the premises from encumbrance that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and that the same shall not be extinguished by foreclosures but shall run with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES

[illegible]

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9. 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.

10. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee.

11. 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 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.

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 for 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 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 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 9th day of October 1973

Jerry Dean Bliss (Seal)

Linda M. Bliss (Seal)

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

October 9, 1973

Before me a Notary Public personally appeared the within named JERRY DEAN BLISS and LINDA M. BLISS,

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

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

Evel V. McDonald
Notary Public for Oregon

My Commission expires April 4, 1975

MORTGAGE

MO2846-K

FROM

TO Department of Veterans Affairs

STATE OF OREGON

County of KLAMATH

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

Nov 73 File 13632 on the 9th day of OCTOBER 1973 W.M.D. MILNE, Klamath County CLERK

By *Hay J. Dray* Deputy

Dated OCTOBER 9th 1973 at 11:01 A.M.
Klamath Falls, Oregon

County Clerk *Hay J. Dray* Deputy

DEPARTMENT OF VETERANS AFFAIRS
General Building
Ealem Oregon 97110

FEE \$ 11.00

Form 28-601-1-1