

93629

## NOTE AND MORTGAGE

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THE MORTGAGOR, DELMAR J. CHIRHART and JOAN CHIRHART, 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:

The following described real property in Klamath County, Oregon:

PARCEL 1

The  $\frac{W}{2}$  of the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 20, Township 36 South, Range 13 East of the Willamette Meridian. PARCEL 2 The E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 20, Township 36 South, Range 13 East of the Willamette Meridian, EXCEPTING THEREFROM the East 165 feet thereof.

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, curtains, drapery, 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 Forty Two Thousand Three Hundred and no/100 Dollars.

(\$42,300.00) and interest thereon, evidenced by the following promissory note:

to pay to the STATE OF OREGON Forty Two Thousand Three Hundred and no/100 Dollars.

INTEREST: The interest on the principal sum of \$42,300.00 shall be 5.00 percent per annum until such time as a different interest rate is established pursuant to ORS 407.030, the interest to be paid in cash to the Director of Veterans' Affairs in the Office of the Director of Veterans' Affairs in Salem, Oregon, as follows:

\$251.00 on or before November 15, 1974, and \$251.00 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 balance, the remainder on the principal.

The due date of the last payment shall be on or before October 15, 2001.

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 remain due and payable to the State of Oregon 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 October 4th, 1974.

Delmar J. Chirhart  
Joan Chirhart

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 not, and will not, be encumbered by any lien or claim of any person whatsoever, and that the mortgage shall not be extinguished by foreclosure, but shall run with the land.

1. To pay all debts and as may be secured hereby;

2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or destruction of any building or improvements now or hereafter existing; to keep same in good repair; to complete all repairs and improvements within the time specified in the mortgage; and to maintain the same in good repair and condition.

3. Not to permit the cutting or removal of any timber except for his own domestic use, and to maintain the same in good repair and condition.

4. Not to permit the use of the premises for any objectionable or unlawful purpose, and to maintain the same in good repair and condition.

5. Not to permit any fire, earthquake, flood, or other casualty to damage the premises, and to maintain the same in good repair and condition.

6. To keep the premises in good repair and condition, and to maintain the same in good repair and condition.



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8. Mortgages 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 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 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 rent, 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 407.020 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 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 4th day of October 1974

*Delmar J. Chirhart* (Seal)  
*Joan Chirhart* (Seal)

# ACKNOWLEDGMENT

County of Klamath

Before me, a Notary Public, personally appeared the within named Delmar J. Chirhart and Joan Chirhart

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.

*Judy B. Pablos*  
 Notary Public for Oregon

My Commission Expires 8-22-77

# MORTGAGE

FROM STATE OF OREGON TO DEPARTMENT OF VETERANS' AFFAIRS

County of Klamath

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

Page 130744 the 4th day of October 1974 W.D. HILKE Klamath County CLERK

By *Walter L. Hargis* Deputy

at a'clock 11:42 P.M.

City of CLATSOP

DEPARTMENT OF VETERANS' AFFAIRS  
 General Services Building

Form 1-1 (Rev. 6-71)