

THE MORTGAGOR, PATRICK L. KITTREDGE, a single man,

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 497.030, the following described real property located in the State of Oregon and County of Klamath

**PARCEL 1:** A portion of Block 24, ELDORADO HEIGHTS, a platted subdivision in Klamath Falls, Oregon, described as follows: Beginning at the most Westerly corner of said Block 24; thence South 49° 50' East, along the Southwesterly boundary of said Block 24, a distance of 55.0 feet, to the beginning of a curve, the radius of which is 756.78 feet, which curve forms a portion of the Southwest boundary of said Block 24; thence Southeasterly along the arc of the curve of said Southwest boundary, a distance of 45.7 feet, to the true point of beginning; thence continuing Southeasterly along the arc of the curve of said Southwest boundary, 57.7 feet; thence North 48° 02' East, along the extended radius of said curve, 110.0 feet; thence Northwesterly along the arc of a curve 110.0 feet from and parallel to said Southwesterly boundary a distance of 66.22 feet; thence South 43° 38' West along the extended radius of said curve 110.0 feet more or less, to the true point of beginning.

**PARCEL 2:** A portion of Block 24, ELDORADO HEIGHTS, a platted subdivision in Klamath Falls, Oregon, particularly described as follows: Beginning at the most Westerly corner of Block 24 of said ELDORADO HEIGHTS: thence South 49° 50' East along the Southwesterly boundary of said Block 24, a distance of 55.0 feet, more or less, to the beginning of a curve, the radius of which is 756.78 feet, which curve forms a portion of the Southwest boundary of said Block 24, thence Southeasterly along the arc of the curve of said Southwest boundary, a distance of 40.7 feet, to the true point of beginning; thence continuing Southeasterly along the arc of the curve of said Southwest boundary, a distance of 5 feet; thence North 43° 38' East, along the extended radius of said curve, 110.0 feet; thence Northwesterly along the arc of a curve 110.0 feet from and parallel to said Southwesterly boundary, a distance of 5.74 feet; thence South 43° 15' West, along the extended radius of said curve, 110.0 feet, more or less, to the true point of beginning. This description is based upon a resurvey of that portion of said Block 24, ELDORADO HEIGHTS in Klamath Falls, Oregon, facing Eldorado Boulevard, which resurvey shows an error in the length of the curve along the Southwest boundary of said Block 24. The original plat of said subdivision, shows the length of said curve to be 377.7 feet, when the actual length of the curve, as shown by computations and the locations of existing monuments, is 382.8 feet. The above description takes into account the apportionment of the error between all lots facing said curve.

**PARCEL 3:** A portion of Block 24, ELDORADO HEIGHTS, a platted Subdivision in Klamath Falls, Oregon, described as follows: Beginning at the most Westerly corner of said Block 24; thence South 49° 50' East, along the Southwesterly boundary of said Block 24, a distance of 55.0 feet, to the beginning of a curve, the radius of which is 756.78 feet, which curve forms a portion of the Southwest boundary of said Block 24; thence Southeasterly along the arc of the curve of said Southwest boundary, a distance of 32.7 feet, to the true point of beginning of the herein description and also being the most Southeasterly corner of the tract in Book 322 at page 274, recorded June 27, 1960, between Evelyn N. Drew to Klamath Valley Lumber Co.; thence continuing Southeasterly along the arc of the curve of said Southwest boundary, 8 feet; thence North 43° 15' East, along the extended radius of said curve, 110.0 feet; thence Northwesterly along the arc of a curve 110.0 feet from and parallel to said Southwesterly boundary a distance of 9.08 feet; to the most Northeasterly corner

**PARCEL 3: (continued)**  
of said tract in Book 322 at page 274; thence South 42° 38' West along the extended radius of said curve 110.0 feet; more or less, to the true point of beginning; This description is based upon a resurvey of that portion of said Block 24, ELDORADO HEIGHTS in Klamath Falls, Oregon, facing Eldorado Boulevard, which resurvey shows an error in the length of the curve along the Southwest boundary of said Block 24. The original plat of said subdivision shows the length of said curve to be 377.7 feet, when the actual length of the curve, as shown by computations and the locations of existing monuments, is 382.8 feet. The above description takes into account the apportionment of the error between all lots facing said curve.

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

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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 Twenty Three Thousand and no/100-----Dollars

(\$ 23,000.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Twenty Three Thousand and no/100-----Dollars (\$ 23,000.00-----); with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.2-----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:

\$ 147.00----- on or before October 15, 1975----- and \$ 147.00 on the 15th of each month----- thereafter, plus one/twelfth----- 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 September 15, 2000-----

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 11, 1975

*Richard L. Kithedge*

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; 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 to any other source, 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 a part of same, in order to furnish a copy of the instrument of transfer to the mortgagee; a purchaser shall pay interest on the note and 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 after to which he is entitled all acts made in so doing including the employment of an attorney to secure compliance with the terms of the mortgage, on the 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 funds for other than those specified in the application, except by written permission of the mortgagee, shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable, and shall constitute 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 breach of the covenants.

In case foreclosure is commenced, the mortgagor shall be liable for the cost of a full foreclosure sale and all expenses incurred in connection with such foreclosure.

Upon the breach of any covenant of the mortgage, the mortgagee shall have the right to collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the premises, and to 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 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 VII of the Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations which may be issued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of said act.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural, where the context so requires, applicable herein.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 11th day of September 1975.

*Patrick L. Kittredge*

### ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath

Before me, a Notary Public, personally appeared the within named PATRICK L. KITTEDGE

act and deed. XXXXXX and acknowledged the foregoing instrument to be his

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

*Henry L. Kittredge*  
Notary Public  
My Commission Expires 11/11/76

My Commission expires

### 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

No. M 75 Page 10778 On the 11 day of Sept 1975 Wm D Milne Clerk

By George D. Bell Deputy.

Filed Sept 11 1975 at o'clock 11:00a

County Clerk Wm D Milne By George D. Bell

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

Form L-4 (Rev. 5-71)