

18578

MTC 484-2038

13875

NOTE AND MORTGAGE Vol. 76 Page 17

THE MORTGAGOR, DONALD R. MANNING and LILLIAN V. MANNING, 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

SEE ATTACHED DESCRIPTION SHEET

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 Seventy Three Thousand Six Hundred Fifty and No/100-----Dollars

(\$73,650.00) and interest thereon, and as additional security for an existing obligation upon which there is a balance

owing of Fifty Thousand Ninety Six and 04/100-----Dollars (\$50,096.04),

evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:

Fifty Thousand Ninety Six and 04/100-----Dollars (\$50,096.04), with

interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9-----percent per annum,

interest from the date of initial disbursement by the State of Oregon, at the rate of -----percent per annum,

Seventy Three Thousand Six Hundred Fifty and No/100-----Dollars (\$73,650.00) 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 407.02

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: \$8,537.00-----on or before February 1, 1977-----and

\$8,537.00 ANNUALLY-----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 February 1, 2011-----

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 2 1976

Donald R. Manning
DONALD R. MANNING
Lillian V. Manning
LILLIAN V. MANNING

The mortgagor or subsequent owner may pay all or any part of 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 State of Oregon, dated February 14, 1974, and recorded in Book M74, page 2455 Mortgage Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of \$51,350.00 and this mortgage is also given as security for an additional advance in the amount of \$73,650.00, together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrances, 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 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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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 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 rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgage, 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 _____ day of September, 1976.

Donald R. Manning
DONALD R. MANNING (Seal)

Lillian V. Manning
LILLIAN V. MANNING (Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath ss.

Before me, a Notary Public, personally appeared the within named Donald R. Manning and Lillian V.

Manning, 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.



Darlene V. Addington
Notary Public for Oregon

My Commission expires March 21, 1977

MORTGAGE

M45110

FROM _____ TO Department of Veterans' Affairs

STATE OF OREGON,

County of _____ ss.

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

No. _____ Page _____ on the _____ day of _____, _____ County

By _____ Deputy

Filed _____ at o'clock _____ M.

County _____ By _____ Deputy

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

13877

SUPPLEMENTAL
MTC NO. 484- 2038

DESCRIPTION

PARCEL I

SW $\frac{1}{4}$ of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon lying westerly of the easterly right of way line of the U.S.B.R. C-4-E-1 lateral.

EXCEPTING THEREFROM: That portion lying Southwesterly of the C-4-E laterals.

ALSO EXCEPTING THEREFROM:

That portion of said SW $\frac{1}{4}$ within the rights of way of the U.S.B.R. C-4-E lateral, the C-4-E-1 lateral and the 1-N drain and Tingley Lane, a county road.

PARCEL II

The following described real property in Klamath County, Oregon: The South $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10; The South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; of Section 11, All in Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, SAVINGS AND EXCEPTING THEREFROM the following described parcel of land; Beginning at the Southwest corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 39 South, Range 11 East of the Willamette Meridian; thence running East 1395.5 feet, to a point on the South line of the NW $\frac{1}{4}$ of Section 11, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, thence North 548 feet to a point; thence West 1395.5 feet to a point on the West line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 10; thence South along said West line 548 feet to the point of beginning. ALSO EXCEPTING THEREFROM the following described tract of land conveyed to the Horsefly Irrigation District by deed recorded March 14, 1942 in Book 146 at page 33, Deed Records, of Klamath County, Oregon: A strip 50 feet wide lying 25 feet on each side of the following centerline: Beginning at a point on the Easterly line of the NW $\frac{1}{4}$ Section 11, Township 39 South, Range 11, which point is 457 feet North of center of said Section and which point is known as Engineer's Station 431/60 of the Walker-Hovey Railroad from Bonanza East, thence along said centerline North 84° 2' West 883.2 feet; thence along a 2° curve to the left through an angle of 190° 2' 954.6 feet; thence South 76° 53' West 69 feet; thence along a 4° curve to the left through angle of 30° 27', 761.2 feet; thence South 46° 26' West 143.2 feet to a point on center line of County Road at Southwest corner of SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 11, Township 39 South, Range 11 East of the Willamette Meridian, which point is known as Engineer's Station 459/71.2 of said Walker-Hovey Railroad.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO. 4;17

THIS 3rd day of SEPTEMBER A.D. 196 of o'clock P.M. and

July recorded in Vol. M 76, of MORTGAGES on Page 13875

FEE \$ 9.00

Wm D. MILNE, County Clerk

By Hazel Drager

Ret
MTC