

38279

MTC 4447
NOTE AND MORTGAGEVol. ^m 77 Page 20997

THE MORTGAGOR, THOMAS C. CARSON and BEULAH M. CARSON, 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

Lots 34 and 35 in Block 12 of ST. FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 Six Thousand Six Hundred and no/100----- Dollars

(\$ 26,600.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Twenty Six Thousand Six Hundred and no/100--

Dollars (\$ 26,600.00-----), 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:

\$ 170.00----- On or before January 15, 1978----- and \$170.00 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 December 15, 2002-----

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 part hereof.

Dated at Klamath Falls, Oregon

November 1, 1977

Thomas Carson
Beulah M. Carson

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 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 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 1st day of November, 1977.

Thomas C. Carson (Seal)
Beulah M. Carson (Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named Thomas C. Carson and Beulah M. Carson

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.

Gay Blatch
 Notary Public for Oregon

My Commission expires 8-23-81

MORTGAGE

FROM L- M75657 TO Department of Veterans' Affairs

STATE OF OREGON,

County of Klamath } ss.

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

No. M77 Page 20997 on the 1st day of November, 1977 WM. D. MILNE Klamath County Clerk

By *Bernetha H. Letoch*, Deputy.

Filed November 1, 1977 at o'clock 3:41 P.M.

Klamath Falls, Oregon

County Klamath By *Bernetha H. Letoch*, Deputy.

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

Fee \$6.00

Form L-4 (Rev. 8-71)

30663

38280

20379

1 CONTRACT OF SALE, Made and entered into the 1st day of April,
2 1966, by and between VINCENT HAVLINA and ROSE HAVLINA, husband and
3 wife, Vendors, and RONALD C. McVAY and BARBARA A. McVAY, husband
4 and wife, Vendees,

5 W I T N E S S E T H:

6 Vendors agree to sell to Vendees and Vendees agree to purchase
7 from Vendors, the following described property situate in Klamath
8 County, State of Oregon, to-wit:

9 Parcel I: NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, Section 9, Township
41 South, Range 12, E., W.M.

10 Parcel II: Lot 18 in Section 18, and Lot 14 in Section
11 19, Township 41 South, Range 12, E., W.M.

12 SUBJECT TO: Acreage and use limitations of United States
13 Statutes, contracts and easements for irrigation and
14 drainage, mortgage to Prudential Insurance Company of
15 America recorded in Vol. 145, Page 19, Mortgage records
16 of Klamath County, Oregon, (covers Parcel I); mortgage
to Federal Land Bank of Spokane recorded in Vol. 192
page 486, Mortgage records of Klamath County, Oregon,
(covers Parcel II); easements and rights of way of record
and apparent thereon.

17 for the sum of \$103,000.00, payable as follows, to-wit:

18 (a) Down payment of \$6,225.83 by way of cash and credit.

19 (b) Assumption of Prudential loan in the amount of
20 \$20,000.00.

21 (c) Assumption of Federal Land Bank mortgage in the amount
22 of \$6,483.01, plus interest.

23 (d) Assumption of balance of \$4,000.00 plus interest due
24 on contract between Joseph Krejci, single and Vincent Havlina and
25 Rose Havlina, husband and wife, dated December 15, 1959.

26 (e) The remainder of the total purchase price amounting
27 to \$66,291.16, plus 4% interest from date hereof on declining
28 balances, shall be paid by Vendees to Vendors in annual installments
29 of \$5,200.00 or more inclusive of interest, until the balance
30 of principal and interest is less than \$5,200.00, whereupon the
31 then balance of principal and interest shall be paid. The first
32 installment shall be paid on or before April 1, 1967.

J. ANTHONY DIAGOMINI
ATTORNEY AT LAW
KLAMATH FALLS, OREGON

Contract of Sale -1-

1 Vendees agree to make said payments on said remainder of said
2 purchase price promptly on the dates above named, to the order of
3 the Vendors at First National Bank of Oregon, Merrill Branch,
4 Merrill, Oregon. To keep said premises at all times in as good
5 condition as the same now are; that no improvements now on or
6 which may hereafter be placed on said premises shall be removed or
7 destroyed before the full purchase price has been paid, without
8 the consent of the Vendors, and that the Buildings upon said premises
9 will be kept insured against loss or damage by fire in companies
10 approved by the Vendors, in a sum not less than insurable value.
11 Vendees further agree to pay regularly and seasonably and before
12 the same shall become delinquent, all taxes, assessments, liens and
13 incumbrances of whatsoever nature and kind. Vendees shall be entitled
14 to possession of said premises upon execution hereof.

15 Vendors will upon the execution hereof, make and execute in
16 favor of the Vendees, a good and sufficient Warranty Deed, conveying
17 said premises free and clear as of this date of all incumbrances,
18 except as above set forth, which Vendees assume and agree to pay,
19 and will place said deed and the original copy of this agreement
20 in escrow at First National Bank of Oregon, Merrill Branch, Merrill,
21 Oregon, hereby instructing said Escrow Holder that when and if the
22 Vendees shall have paid the balance of the purchase price as
23 above specified, and shall have complied with all other terms and
24 conditions of this agreement, to deliver said documents to the
25 Vendees.

26 In the event Vendees shall fail to make the payments provided
27 for herein, within 30 days from any due date, or to perform the
28 terms of this contract, time of payment and performance being
29 the essence, Vendors shall, at Vendors' option, subject to the
30 requirements of notice as herein provided, have the following
31 rights:

32 (a) To foreclose this contract by strict foreclosure in equity.

1 (b) To declare the full unpaid balance of the purchase price
2 immediately due and payable.

3 (c) To specifically enforce the terms of this agreement by
4 suit in equity.

5 (d) To declare this agreement null and void as of the date
6 of the breach and to retain as liquidated damages the amount of
7 the payment theretofore made upon said premises. Under this option
8 all of the right, title and interest of Vendees shall revert and
9 re-vest in Vendors without any act of re-entry or without any other
10 act by Vendor to be performed, and Purchaser agrees to peaceably
11 surrender the premises to Vendors, or in default thereof Vendees
12 may, at the option of Vendors, be treated as a tenant holding over
13 unlawfully after expiration of a lease and may be ousted and removed
14 as such.

15 Purchaser shall not be deemed in default for failure to make any
16 payment or to perform any covenant or condition of this contract
17 until notice of said default has been given by Vendors to Vendees
18 and Vendees shall have failed to remedy said default within 90
19 days after the giving of the notice. Notice for this purpose shall
20 be deemed to have been given by the deposit in the mails of a
21 certified letter containing said notice and addressed to Vendees
22 at Malin, Oregon, and a certified letter containing a copy of said
23 notice addressed to First National Bank of Oregon, Merrill Branch,
24 Merrill, Oregon.

25 Failure by Vendors at any time to require performance by
26 Vendees of any of the provisions hereof shall in no way affect
27 Vendors' rights hereunder to enforce the same, nor shall any waiver
28 by Vendors of any breach hereof be held to be a waiver of any
29 succeeding breach, or a waiver of this non-waiver clause.

30 The covenants, conditions and terms of this agreement shall
31 extend to and be binding upon and inure to the benefit of the
32 heirs, administrators, executors and assigns of the parties hereto.

Contract of Sale -3-

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Vincent Havlina (SEAL)
Vincent Havlina

Rose Havlina (SEAL)
Rose Havlina
Vendors

Ronald C. McVay (SEAL)
Ronald C. McVay

Barbara A. McVay (SEAL)
Barbara A. McVay
Vendees

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

April 1, 1966,

Personally appeared the above named VINCENT HAVLINA and ROSE HAVLINA, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.

Before me:

(SEAL)

Alameda E. Giesomini
Notary Public for Oregon
My Commission expires: Aug. 5, 1966

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

April 1, 1966,

Personally appeared the above named RONALD C. McVAY and BARBARA A. McVay, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.

Before me:

(SEAL)

Alameda E. Giesomini
Notary Public for Oregon
My Commission expires: Aug. 5, 1966

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record abstract of

Return to Liacomini Jones
1st day of November A.D. 1977 at 4:39 clock P.M., and
only recorded in Vol. M77, of Deeds on Page 20999

J. ANTHONY DIACOMINI
ATTORNEY AT LAW
KLAMATH FALLS, OREGON

Contract of Sale -4-

Fee \$12.00

Wm D. MILNE, County Clerk
By Bernetha J. Letch