

38973

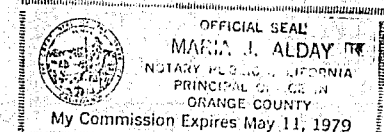
Vol. 17 Page 22131

38-13432-D

## VENDOR-SELLER'S ASSIGNMENT OF CONTRACT AND DEED

The undersigned, Raymond E. Colfax, M. D. and Mary Jane Colfaxdoes hereby grant, bargain, sell, assign and set over to Paul R. Noble, trustee for Angelia Colfax and John Colfaxin and to that certain contract for the sale of real estate dated the 1st day ofNovember, 19 77, between Fred W. Koehler, Jr and Charlotte M. Koehlerand Raymond E. Colfax, M. D. and Mary Jane Colfax, as seller, and Richard A and Januce Z. Simsonas buyer, which contract was recorded on the 28 day of October19 77, in Vol. 17, Book M-77, Page 20689 records ofKlamath County, Oregon, and the undersigned does hereby convey to the assignee above named, the real estate described therein. The undersigned hereby covenants and warrants to the assignee above named that the undersigned is the owner of the vendor's interest in the real estate described in said contract of sale and that the unpaid principal balance of the purchase price is not less than \$ 37,000.00, with interest paid thereon to November 1, 19 77.The true and actual consideration for this transfer is \$ noneDated this 4th day of November, 19 77

(Corporate Seal)



STATE OF OREGON, CALIFORNIA ) ss.

County of OrangeNovember 4, 19 77

Personally appeared the above named

Raymond E. Colfax, M.D. & MaryJane Colfax and acknowledged the foregoing instrument to be

Their voluntary act and deed.

Before me:

(SEAL) Maria J. Alday

Notary Public for the State of California

My commission expires: 5/11/79

\* The dollar amount shown should include cash plus all encumbrances existing against the property to which the

property remains subject or which the purchaser agrees to pay or assume.

If consideration includes other property or value, add the following: "However, the actual consideration

consists of or includes other property or value given or promised which is part of the/the whole consideration."

(Indicate which)

## VENDOR-SELLER'S ASSIGNMENT

## OF CONTRACT AND DEED

TO

After Recording Return to:

TA - Donna

FORM TA-11 (6-71)

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record

on the 14th day of November, 19 77at 3:45 o'clock P.M. and recorded in book M77on page 22131 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Bernadette A. Fitch Deputy

Fec \$3.00

36935

38974

NOTE AND MORTGAGE

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Vol. 17 Page 19095

THE MORTGAGOR, FLOYD D. TUTER and CORAZON C. TUTER, husband and wifemortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the follow-  
ing described real property located in the State of Oregon and County of KlamathLot 6 in Block 9, Tract No. 1064, FIRST ADDITION TO GATEWOOD, Klamath County,  
Oregon.

This Mortgage is being re-recorded to correct Mortgagor's Name.

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 Thirty Five Thousand and no/100 Dollars(\$ 35,000.00), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Thirty Five Thousand and no/100 Dollars (\$ 35,000.00), 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 407.030 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:

\$ 214.00 on or before December 15, 1977 and \$ 214.00 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 November 15, 2005

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 97601 Floyd D. Tuter SR  
October 6, 19 77 Floyd D. Tuter, SR  
Corazon C. Tuter  
Corazon C. Tuter

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 encumbrances, that he will warrant and defend 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 im-  
provements 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 unencumbered 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.



22133 19095

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.

\*\* This mortgage is being rerecorded because of an error in the veteran's signature.

This is one and the same mortgage as filed for recording: Dated October 6, 1977 and Record October 7, 1977, in Book 77, Page 19095, microfilm records of Klamath County, Oregon.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 6th day of October 1977.

*Floyd D. Tuter Sr.*  
Floyd D. Tuter, Sr. (Seal)

*Corazon C. Tuter*  
Corazon C. Tuter (Seal)

## ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath ss.

Before me, a Notary Public, personally appeared the within named Floyd D. Tuter Sr. and Corazon C. Tuter 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.

*Mattha Lohr*  
Notary Public for Oregon

My Commission expires 7-21-81

## MORTGAGE

FROM STATE OF OREGON, TO Department of Veterans' Affairs

L- M73947

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 19095 on the 7th day of October, 1977 Wm. D. Milne Klamath County Clerk

By *Bernice A. Fitch* Deputy.

Filed October 7, 1977 at 11:03 PM  
Klamath Falls, Oregon

County Klamath By *Bernice A. Fitch* Deputy.

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

Transamerica Title

Fee \$6.00

INDEXED

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FROM  
STATE OF OREGON  
County of

I certify that the within  
No. M77 Page 19095 on the  
By *Bernice A. Fitch*  
Filed October 7, 1977  
County Klamath Falls Oregon

After recording return to:  
DEPARTMENT OF VETERANS' AFFAIRS  
General Services Building  
Salem, Oregon 97310  
Form L-4 (Rev. 5-71)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Transamerica Title Co.

this 14th day of November A. D. 1977 at 3:45 P. M., and

uly recorded in Vol. M77 of Mortgages on Page 22132

Wm. D. MILNE, County Clerk

By *Bernice A. Fitch*

Fee \$9.00

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