

NOTE AND MORTGAGE

THE MORTGAGOR, WILLIAM FRANCIS MAXWELL and BEULAH MAE MAXWELL,

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

Beginning at a point which lies South 23° 17' West a distance of 170 feet from an iron pin which marks the Southwest corner of Lot 1, Block 4, Town of Bly and running thence: North 66° 43' West a distance of 4.74 feet to a point; thence North 88° 47' West a distance of 43.11 feet, more or less, to the Northeast corner of parcel of land sold by Ida Nordine Edsall et al., to J. E. Dobbs and Betty Dobbs, husband and wife on October 1, 1951, which point is marked by an iron pin; thence South 1° 13' West a distance of 100 feet to a point on the North line of the alley; thence South 88° 47' East along the Northerly line of the alley a distance of 23.61 feet to a point; thence South 66° 43' East along the Northerly line of an unplatted alley a distance of 25.24 feet, more or less, to the most Westerly corner of a parcel conveyed by John D. Edsall et al., to Lester Cummings by deed recorded on page 230 of Volume 255 of Deeds; thence North 23° 17' East along the Westerly line of said Cummings parcel a distance of 100 feet to a point on the Southerly line of an unnamed street; thence North 66° 43' West along the Southerly line of an unnamed street a distance of 40 feet, more or less, to the point of beginning; said tract in Lots 1 and 2, Section 3, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

description continued ...

PARCEL 2

Beginning at an iron pin which lies South 23° 17' West a distance of 170 feet and North 66° 43' West a distance of 4.74 feet and North 88° 47' West a distance of 43.11 feet from the iron pin which marks the Southwest corner of Lot 1 in Block 4, TOWN OF BLY, and running thence: Continuing North 88° 47' West along the South line of Edsall Street a distance of 45 feet to an iron pin; thence South 1° 13' West a distance of 100 feet to a point on the North line of the alley; thence South 88° 47' East along the alley line a distance of 45 feet to a point; thence North 1° 13' East a distance of 100 feet, more or less to the point of beginning, said tract being a portion of Lot 1, Section 3, Township 37 South, Range 14 East of the Willamette Meridian.

and advances shall be fully paid, such payment to be made by the principal.

The due date of the last payment shall be on or before January 15, 1990-----

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

DECEMBER 9

1977

WILLIAM FRANCIS MAXWELL

BEULAH MAE MAXWELL

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;

24073

TOGETHER WITH THE FOLLOWING MOBILE HOME:
Year/1969, Make/Vandy, Serial No/6IVC4320C2S6221

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 Eleven Thousand Seven Hundred Ninety Four and no/100----- Dollars

(\$ 11,794.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Eleven Thousand Seven Hundred Ninety Four and no/100----- Dollars (\$ 11,794.00-----), 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:

\$ 115.00----- on or before February 15, 1978----- and \$ 115.00 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 January 15, 1990-----

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

DECEMBER 9

1977

William Francis Maxwell
WILLIAM FRANCIS MAXWELL
Beulah Mae Maxwell
BEULAH MAE MAXWELL

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;

24028

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.

THE MOBILE HOME DESCRIBED ON THE FACE OF THIS DOCUMENT IS A PORTION OF THE PROPERTY SECURED BY THIS NOTE AND MORTGAGE.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 9th day of DECEMBER, 19 77

William Francis Maxwell (Seal)
WILLIAM FRANCIS MAXWELL

Beulah Mae Maxwell (Seal)
BEULAH MAE MAXWELL

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of KLAMATH } ss.

Before me, a Notary Public, personally appeared the within named WILLIAM FRANCIS MAXWELL and

BEULAH MAE MAXWELL

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.

Martha L. Lott
Notary Public for Oregon

My Commission expires 7-21-81

MORTGAGE

FROM _____ TO Department of Veterans' Affairs

L- M75883

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. M 77 Page 24028 on the 12th day of DECEMBER, 1977. WM. D. MILNE KLAMATH, County CLERK

By A Hazel Drazil, Deputy.

Filed DECEMBER 12th 1977 at o'clock 3:27 P.

County CLERK

By A Hazel Drazil, Deputy.

After recording return to:
XX
XX
XX
Transamerica Title Insurance
600 Main Street
Klamath Falls, Oregon 97601

FEE \$ 9.00