

\$150.47

NOTE AND MORTGAGE

01. 78

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DONALD F. MORRIS and WILLA DEAN MORRIS

husband and wife

Klamath

of the U.S.N.S. Dix

EXHIBITING THE following described article:

Beginning at a point which lies South along the section line a distance of 859.1 feet from the iron pin which marks the Northeast corner of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence; continuing South along the Section line a distance of 468.5 feet to the 40 corner; thence South $88^{\circ} 57'$ West along the 40 line a distance of 742 feet to an iron pin; thence North parallel to the Section line a distance of 468.5 feet to an iron pin; thence North $88^{\circ} 57'$ East parallel to the 40 line a distance of 742 feet, more or less to the point of beginning, in the NE $\frac{1}{4}$ of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH THE FOLLOWING: MOBILE HOME, Year/1978, Make/Eaton Park, Serial
Number/111088724, Size/66.8x28.

[illegible]

to receive the payment of Forty Two Thousand Five Hundred and no/100 Dollars
(42,500.00) and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF MICHIGAN Forty Two Thousand Five Hundred and no/100— Dollars \$42,500.00

Interest disbursement by the State of Oregon, on the rate of 5.9 percent per annum until such time as a different interest rate is established and paid by the U.S. Treasury, principal and interest to be paid in lawful money of the United States at the office of the Director of the State of Oregon, as follows:

15th of each month on or before July 15, 1978 and \$272.00 on the

the ad valorem taxes for each

The day date of the last payment shall be one of business days prior to interest on the unpaid balance, the principal, interest on the unpaid balance, and the remainder on the

June 15, 2003

by ORC and ORG from date of such transfer.

Placed at Klamath Falls, Oregon - (Donals) 7 men

May 31 1978. Villa Dean Morris.

The undersigned is a sworn member of the Communist Party, U.S.A. and is not a member of the House at any time without penalty.

[illegible]

MONTELEONE, RICHARD COVINGTON (10 / 1951)

1. To pay all debts and expenses incurred hereby.
2. Not to permit the buildings to become a nuisance or an eyesore, or to permit the removal or demolition of any buildings or improvements with any agreement made between the parties hereto.
3. Not to permit the building or removal of any other erect, 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 law, agreement, law, or ordinance to exist at any time;
6. Not to permit the use of the premises for any purpose other than that for which the premises were originally intended; and to keep the premises in good repair and to pay all real property taxes assessed against the premises and add same to the principal, each of the
7. To keep all buildings unconditionally insured (within the term of the mortgage, against loss by fire and such other hazards in such policies or companies and in such an amount as shall be satisfactory to the mortgagee) to deposit with the mortgagee all such insurance; and such insurance shall be made payable to the mortgagee; and in case of redemption until the period of redemption expires;

11. Mortgagor shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily relinquished, to be applied upon the indebtedness.
12. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee.
13. To properly satisfy mortgage by selling 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 expenses of an attorney to secure compliance with the terms of the mortgage or the note shall be 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 conditions 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 any other reasonable costs of collection, upon the indebtedness and the mortgagor 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 borrower's 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 407.020 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.

NOTES: 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.

This mortgage is being re-recorded because of the incorrect serial number.

This is one and the same mortgage as filed for recording, dated May 31, 1978, and recorded May 31, 1978 in M-78, page 11567 Microfilm records of Klamath County, Oregon.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 31st day of May, 1978

Donald F. Morris (Seal)

Willa Dean Morris (Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath

Before me, a Notary Public, personally appeared the within named Donald F. Morris and Willa Dean Morris

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.

Dorothy Lynn Blum
Notary Public for Oregon

My Commission expires 6-16-81

MORTGAGE

FROM

TO Department of Veterans' Affairs

L- M90049

STATE OF OREGON,

County of Klamath

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

... 1178 Page 11568 on the 31st day of May, 1978, at KLAMATH FALLS, OREGON County Clerk.

By Linnette J. Helich

May 31, 1978
Klamath Falls, Oregon
County Klamath



Linnette J. Helich, Deputy.

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
- General Services Building -
- Salem, Oregon 97331

Form 1-4 (Rev. 5-78)
129.00
RE 97601

INDEXED

204771

STATE OF OREGON; COUNTY OF Klamath; ss.

and for record of request of Mountain Title Co.

on 15th day of September A. D. 1978 at 2:44:16 P. M., or

any recorded in Vol. 1178 of Montgomer on Page 20469

W. D. MILNE, County Clerk

Fee \$9.00

Beulah Alford