

55464

MTC 6569 Vol. 78
NOTE AND MORTGAGE

21114

THE MORTGAGOR: Donald E. Plumlee and Carol Kay Plumlee

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:

Lot 13 in Block 11 of TRACT #1064, FIRST ADDITION TO GATEWOOD, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with the improvements, land, tenements, 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 sewage disposal system; windows, doors, window shades and blinds, shutters, cabinets, built-in, linoleums and floor coverings, built-in dining room and kitchen cabinets, air conditioning, refrigerators, freezers, dishwashers, and all fixtures now or hereafter installed in or on the premises and all machinery, flora, or timber now growing or hereafter planted or growing thereon; and any improvements 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 Forty Two Thousand Five Hundred and no/100----- Dollars

\$ 42,500.00-----, and hereon thereon evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Forty Two Thousand Five Hundred and no/100----- Dollars (\$ 42,500.00-----), 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 407.031, 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:

\$ 253.00----- on or before August 15, 1978----- and \$ 253.00 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 July 15, 2003-----
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 407.031 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

June 23,

1978

Donald E. Plumlee

Carol K. Plumlee

This mortgage and subsequent notes may pay all or any part of the loan at any time without penalty.

This mortgage is given to the State of Oregon to secure the premises in the mortgage, that good right to mortgage same, that the premises are free from all other liens and claims and to hold same forever against the claims and demands of all persons whomsoever, and this mortgage shall not be subject to any other lien or claim, but shall run with the land.

MORTGAGOR'S FURTHER COVENANTS AND AGREES

- To pay all debts and taxes as may be required hereby.
- Not to permit the buildings to become encumbered or consigned, and to permit the removal or demolition of any buildings or improvements now or hereafter existing, to erect same or good repairs, or complete all construction within a reasonable time in accordance with any laws and orders made between the parties herein.
- Not to permit the use of the premises for any other purpose except for his own domestic use, not to commit or suffer any waste.
- Not to permit the use of the premises for any other purpose or unlawful purpose.
- Not to permit any tax, assessment, lien, or encumbrance to exist at any time.
- Mortgagee is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the advances to be made hereon as provided in the note.
- To keep all buildings, improvements, and other contents of the premises insured against loss by fire and such other hazards in such amounts and on such terms as may be required by the mortgagee, to deposit with the mortgagee all such insurance, with receipts showing payment in full of all premiums; if such insurance shall be made payable to the mortgagee, mortgagee shall be held to have by the mortgagee in case of foreclosure until the period of redemption expires.

1. Mortgagee shall be entitled to all compensation and damages recoverable under right of eminent domain, or for any security voluntarily released, same to be applied upon the indebtedness;
2. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;
3. To promptly notify mortgagee in writing of any 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 provisions or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified by this indication, 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 acceleration.
- The failure of the mortgagor to observe any provision herein set forth will not constitute a waiver of any right arising from a breach of the covenants.
- In case foreclosure is indicated, 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, have the right to the proceeds of the sale of the premises, and reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to the proceeds of the sale of the premises.
- The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the mortgagor.
- It is expressly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 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.
- 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 23 day of June, 19 78

Donald E. Plumlee (Seal)
Donald E. Plumlee

Carol Kay Plumlee (Seal)
Carol Kay Plumlee

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a Notary Public, personally appeared the within named Donald E. Plumlee and

Carol Kay Plumlee

his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS by hand and seals (read the day and year last above written).

Rinda Stebbins
Notary Public for Oregon

My Commission Expires July 13, 1980

MORTGAGE

FROM STATE OF OREGON TO Department of Veterans' Affairs L- M91242

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.

No. 1178 Page 21114 on the 25th day of September, 1978 M. D. MILNE Klamath County Clerk

By Rinda Stebbins Deputy

Filed September 25, 1978 at 10:45 AM

Klamath Falls, Oregon
County Klamath By Rinda Stebbins Deputy

After recording return to
DEPARTMENT OF VETERANS' AFFAIRS
General Services Building
Salmon, Oregon 97138
Fee \$6.00