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NOTE AND MORTGAGE

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THE MORTGAGOR

DONALD W. JOCELYN AND ANITA G. JOCELYN

husband and wife,

of the State of Oregon, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following:

100% and 1/4 of Section 19, Township 23 South, Range 10 East of the Willamette
City, Oregon.

Together with the

following described mobile home which is firmly affixed to the

1971 Homette 14 x 24 mobile home, Serial Number M 46785E, License Number X102865 3, Title Number 781234701.

Being a portion of more particularly section 19 from the corner of section 19 SRS 17° 0' 22" N 19° 19' 35" W 120' to a point; thence along a line parallel to the quarter North Line of Sect 19 N 85° 47' 02" E 198' to a point; thence along a line parallel to the quarter corner section 11 N 100° 19' 35" E 120' to the point of beginning.

together with the improvements with the appurtenances thereto belonging, all personal property including roads and easements used in connection with same and fixtures, water heaters, fuel storage receptacles; plumbing, light fixtures, fireplaces, dressers, cabinets, built-ins, linoleums and floor coverings, all shrubbery, trees, flowers, plants or vegetation planted or growing thereon; and any other fixtures or personal property, all of which are hereby declared to be appurtenant to the mortgaged property.

and fixtures, and appurtenances including roads and easements used in connection with same and fixtures, water heaters, fuel storage receptacles; plumbing, light fixtures, fireplaces, dressers, cabinets, built-ins, linoleums and floor coverings, all shrubbery, trees, flowers, plants or vegetation planted or growing thereon; and any other fixtures or personal property, all of which are hereby declared to be appurtenant to the mortgaged property.

to the date of payment of \$

\$ 11,775.00

and Two Dollars and Seven Hundred Seventy-five and no/100 Dollars

thereon, evidenced by the following promissory note:

for payment the sum of One hundred and one thousand Thirty-two Thousand Seven Hundred Seventy-five and no/100

Dollars (\$112,775.00)

at the rate of interest at a different interest rate to be determined by the office of the

Director of Veterans' Affairs in Salem, Oregon, on the date of 5%, plus interest per annum until such time as a

date set by the Director of Veterans' Affairs in Salem, Oregon, as follows:

\$ 275.00
15th of each year

and November 15, 1978, and \$ 275.00 on the--
thereafter, plus one/twelfth of

the principal amount of the
agreement, plus interest thereon, to be paid quarterly.

described in the mortgage, and continuing until the full amount of the principal, interest and taxes shall have been paid in full, plus interest on the unpaid balance, the remainder on the

The due date of the
last payment and date
the balance should have
been paid.

and interest shall be on or before October 15, 1993.

If the event of death
the balance should have
been paid.

or transfer of the premises or any part thereof, I will continue to be liable for payment and
as prescribed by Oregon statute from date of such transfer.

This note is secured by

the mortgage, the terms of which are made a part hereof.

Dated at Bend, Oregon

Donald W. Jocelyn

September 15, 1978

Anita G. Jocelyn

The mortgagor or mortgagors and

other may pay off any part of the loan at any time without penalty.

The mortgagor acknowledges
from his/her/their knowledge, that he/she
knows that he/she
shall not be entitled

to sue him/her/their
in his/her/their name, that the premises are free
from all liens, claims and demands of all persons whomsoever, and this
shall run with the land.

MORTGAGOR FURTHER

- 1 To pay all debts and expenses
- 2 Not to permit the buildings
improvements upon or hereinafter
constructed upon, and not to
- 3 Not to permit the cutting
- 4 Not to permit the use of
- 5 Not to permit any sale, a
mortgage or assignment of
the real property to be
made in the future
- 6 To keep all buildings and
improvements in good
condition, with reasonable
care, and insurance shall be kept, if
any, by the mortgagor

CO-MORTGAGEES

- 1 To pay all debts and expenses
- 2 To supercede and to permit the removal or demolition of any buildings or improvements in good repair, to complete all construction within a reasonable time in the manner agreed
- 3 Not to do any other except for his own domestic use, not to commit or suffer any waste;
objectionable or unlawful purpose;
- 4 To let the same to any person
not to exceed the amount
assessed against the principal, each of the
- 5 Insured during
the term of the mortgage, against loss by fire and such other hazards in such amount as shall be satisfactory to the mortgagor; to deposit with the mortgagor all such insurance, all such insurance shall be made payable to the mortgagor; in case of non-payment until the period of redemption expire;

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6. Mortgagor shall be held responsible for any specified expense.

7. Not for Damage or Loss.

8. The mortgagor monthly shall pay a sum of \$145 payment due on the first day of each month.

The mortgagor shall be liable for all taxes, assessments, charges, expenses, and other amounts which may be levied against the property, and shall be bound to pay the same as soon as they become due.

The amount of the tax and other assessments.

9. No claim for damages or expenses of any kind shall be allowed the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs.

Upon the breach of contract, the lessor shall have the right to the appraisement of the property, the mortgagee shall have the right to enter the premises, take possession, and apply title, tenableable credit of collection, upon the indebtedness and the mortgagee shall have a reasonable time to collect same.

10. The heirs, executors, administrators, successors and assigns of the mortgagor shall be liable to and by liability upon the heirs, executors, administrators, successors and assigns of the mortgagor.

11. It is expressly agreed that notwithstanding ORS 407.020, that we may hereinafter be known as WIVES; The husband and wife herein.

THE MOBILE HOME IS SECURED BY THIS TITLE AND MORTGAGE.

WE WITNESS WHEREBY:

The undersigned have set their hands and seals this day of September 25, 1978.

Donald W. Jocelyn
Donald W. Jocelyn (Seal)

Anita G. Jocelyn
Anita G. Jocelyn (Seal)

(Seal)

ACKNOWLEDGMENT

Donald W. Jocelyn and Anita G. Jocelyn

STATE OF OREGON
County of Klamath

Before me, a Notary Public, personally appeared the within named,

and acknowledged the foregoing instrument to be their voluntary

witness by hand and seal this day and year last above written.

Notary Public for Oregon

My Commission expires 5/22/81

MORTGAGE

TO Department of Veterans' Affairs

L M97973

STATE OF OREGON
County of Klamath

I certify that the within is

No. NTA 21466
by *Structural Mf*

Filed September 27, 1978
Klamath Falls, Oregon
County Klamath

After recording return to
DEPARTMENT OF VETERANS'
General Services Division
State, Oregon 97424

Form L-4 (Rev. June 1974)

recd and duly recorded by me in Klamath County Records, Book of Mortgages,

on the 21st day of September, 1978 W.M.D. MILNE Klamath County Clerk

Deputy

Notch 11:33A

by *Structural Mf*, Deputy.

Fee \$6.00