

57508

NOTE AND MORTGAGE Vol. M78 Page 24328

A-29542

DONALD B. SARUTZKI AND AGNES SARUTZKI

THE MORTGAGOR,

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:

DESCRIPTION ON REVERSE

This document being re-recorded to correct terms of note.

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 Sixty Seven Thousand Five Hundred Thirty Five and no/100-----Dollars

(\$67,535.00-----), and interest thereon, and as additional security for an existing obligation upon which there is a balance

owing of Fifty Four Thousand Six Hundred Thirty Nine and 70/100-----Dollars (\$54,639.70),

evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:
Sixty Seven Thousand Five Hundred Thirty Five and no/100 Dollars (\$67,535.00-----) with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9----- percent per annum,
Twenty Five Thousand Four Hundred Ninety Four and 34/100 Dollars (\$25,494.34-----) with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9----- percent per annum,
Twenty Nine Thousand One Hundred Forty Five and 36/100-----Dollars (\$29,145.36-----) with interest from the date of initial disbursement by the State of Oregon, at the rate of 4.0----- 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: \$7,656.00----- on or before November 15, 1979----- and \$7,656.00 on the 15th of each November----- thereafter, plus -----

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 principal, the remainder on the principal.

The due date of the last payment shall be on or before November 15, 2018-----
 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

October 27, 1978

Ronald B. Sarutski

Agnes Sarutski

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the State of Oregon, dated November 28, 1969, and recorded in Book M69 page 10173 Mortgage Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of \$ 33,000.00, and this mortgage is also given as security for an additional advance in the amount of \$ 67,535.00, together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness.

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;

27664

24329

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 incorrect previous loan amount.

This is one and the same mortgage as filed for recording, dated October 27, 1978 and recorded October 27, 1978, in Book M78 at page 24328, Microfilm records of Klamath County, Oregon.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 27 day of October, 1978

Donald B. Sarutski
Donald B. Sarutski (Seal)

Agnes Sarutski
Agnes Sarutski (Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named Donald B. Sarutski and Agnes Sarutski

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

WITNESS my hand and official seal the day and year last above written.

[Signature]
Notary Public for Oregon

My Commission expires 8-5-79

MORTGAGE

FROM

TO Department of Veterans' Affairs

L- M98778

STATE OF OREGON,

County of _____ } ss.

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

No. _____ Page _____, on the _____ day of _____, _____ County

By _____, Deputy.

Filed _____ at o'clock _____ M.

County _____ By _____, Deputy

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

Form L-3-A (Rev. 8-75)

124 IV 4th

KR X

SP-64030-274

PARCEL ONE

Beginning at the Southeast corner of the Southeast quarter of the Southeast quarter of Section 31, Township 39 South, Range 10 East of the Willamette Meridian; running thence West on the South line of said Section 31 to West line of Lot 7 said Section 31; thence North with meander line on the East side of Lost River to a point on said meander line 7 chains and 68 links North of said Section line; thence in an Easterly direction to the Northeast corner of the Southeast quarter of the SE $\frac{1}{4}$ of said Section 31; thence South twenty chains to the place of beginning, being a portion of the South Half of the Southeast quarter and Lot 7, Section 31 in Township 39 South, Range 10 East of the Willamette Meridian, excepting therefrom such portions as have been heretofore deeded to the United States of America for canal rights of way, and also excepting that portion thereof deeded to Great Northern Railway Company for railroad rights of way by deed dated June 10, 1931, and recorded on the 13th of June, 1931, in Volume 95 page 454, records of Klamath County, Oregon.

NE $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 7, 8, and 9 Section 6, Township 40 South, Range 10 East of the Willamette Meridian, SAVING AND EXCEPTING those portions deeded to the United States of America for canal purposes and to Great Northern Railway Company for railroad rights of way.

/ ALSO SAVING AND EXCEPTING That portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 6, Township 40 S. R. 10 East of the Willamette Meridian lying East of the "G" Canal.

/ ALSO SAVING AND EXCEPTING A parcel of land situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at the intersection of the West line of the "G" Canal and the South line of the "G-O" Lateral being situate in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 39 South, Range 10 E.W.M.; thence continuing South along the West line of the "G" Canal, 124 feet to a point; thence South westerly and parallel to the South line of the "G-O" Lateral, 210 feet to a point; thence Northerly and parallel to the West line of the "G" Canal, 124 feet more or less to a point on the South line of the "G-O" Lateral, 210 feet more or less to the point of beginning. Saving and excepting any portion thereof lying between the South line of the "G-O" Lateral and the South line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 32, Township 39 South, Range 10 E.W.M.

PARCEL TWO

/ W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 2, Township 40 South, Range 9 East of the Willamette Meridian.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title

on the 27th day of October, A. D. 1978, at 3:57 clock P. M., on Page 24328

duly recorded in Vol. M78, of Mortgages

By Wm. D. Milne County Clerk

Fee \$9.00

INDEXED

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 8th day of December A.D., 1978, at 11:23 o'clock A.M., and duly recorded in Vol. W-76, of Mortgages on Page 27663.

FEE \$9.00

WM. D. MILNE, County Clerk

By Jaqueline J. Mettee Deputy

