

DELEVERED OR ACTING AS LENDER  
THE MORTGAGOR

## RALPH D. SWIFT AND CELIA A. SWIFT, 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:

170 BLDG TM 3 18  
 Notation: 170 Bldg TM 3 18  
 in the County of Klamath, State of Oregon, described as follows:  
 Beginning at a point 30 feet North of the SW 1/4 corner of Section 19,  
 Southwest corner of the SW 1/4 of the NW 1/4, Section 19, Township 19  
 along the East line of the right of way of the State Highway 195  
 and irrigation ditch; thence Southward on the West side of  
 line of the said ditch 224 feet to a fence corner on the North  
 of the Klamath River Road along the South side of the tract and the  
 thence Southward 100 feet to the SW 1/4 corner of Section 19,  
 SW 1/4 of the NW 1/4, Section 19, Township 19, State of Oregon.

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, windows, 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, trees, timber, now existing 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 **Forty Two Thousand Two Hundred Seventy Five and no/100** Dollars (\$42,275.00) and interest thereon, evidenced by the following promissory note:

KATHY V. SWIFT

I promise to pay to the STATE OF OREGON **Forty Two Thousand Two Hundred Seventy Five and no/100** Dollars (\$42,275.00), with interest from the date of

initial disbursement by the State of Oregon, at the rate of 5 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:

**\$ 251.00** on or before **March 1, 1979** and **\$ 251.00** on the **1st 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 **February 1, 2009**.

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 407.072 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 **29, 1978** **RALPH D. SWIFT**  
**CELLA A. SWIFT**

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

The mortgagor agrees that he owns the premises in fee simple and good title to mortgagee, that the premises are free from encumbrances, that he will warrant and defend forever against claims and demands of all persons whomsoever, and this agreement shall not be extinguished by foreclosure, but shall run with the land.

**MORTGAGOR'S COVENANTS AND AGREEMENTS:**

1. To pay all debts and monies secured hereby;
2. Not to permit the building to become vacant, nor to permit the removal or demolition of any buildings or improvements now or hereafter existing thereon, same in good repair to complete all construction within a reasonable time in accordance with any agreement or contract 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 purposes;
5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
6. Mortgagor 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 at the rate of 10 percent;
7. To keep all buildings adequately insured during the term of the mortgage, maintained 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 premiums shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure unless the period of redemption expires;

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- Mortgagor shall be entitled to all compensation and damages received under rights of eminent domain, or for any security voluntarily released, until so applied upon the indebtedness;
9. Not to lease or rent the premises or ANY part of same, without written consent of the mortgagor;
  10. To promptly notify mortgagor 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 or transfer to the mortgagor. Purchaser shall pay interest as prescribed by ORS 407.070 on all payment due from the date of transfer; in all other respects, his mortgage shall remain in full force and effect.

The mortgagor may, at his option, cause 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 the same with the terms of the mortgage or the note shall draw interest at the rate provided for above and all such expenditures shall be immediately repayable by the mortgagor without demand and shall be recoverable by the mortgagee.

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 instrument, with written permission of the mortgagor given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagor to become immediately due and payable without notice and this mortgage will be foreclosed.

The failure of the mortgagor to exercise any options herein given will not constitute a waiver of any right arising from a breach of the covenants.

In case of foreclosure recommended, 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 mortgagor 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 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 respective parties hereto.

ALL DISPUTES WHATSOEVER ARE HEREBY AGREED TO BE DETERMINED IN THE COURTS OF THE STATE OF OREGON OR IN THE COURTS OF THE UNITED STATES OF AMERICA, OR IN THE COURTS OF THE STATE OF CALIFORNIA, OR IN THE COURTS OF THE STATE OF WASHINGTON, OR IN THE COURTS OF THE STATE OF NEVADA, OR IN THE COURTS OF THE STATE OF COLORADO. The prevailing party in any action or proceeding, including the examination and audit, shall be entitled to sue out and collect the costs and expenses of such action or proceeding, including attorney's fees, and interest thereon, and against the plural where such connotations are used.

IN WITNESS WHEREOF, the mortgagors have set their hands and seals this day of December 1978.

RALPH D. SWIFT  
  
(Seal)

CECILIA M. SWIFT  
  
(Seal)

**ACKNOWLEDGMENT**

Peter and Cecilia Swift, personally appeared the within named, Ralph D. Swift and  
Cecilia M. Swift, his wife, and acknowledged the foregoing instrument to be their voluntary  
act and deed.

  
Peter and Cecilia Swift  
3-22-81

PO5028

McKenzie River Valley Title Company, Inc.

State of Oregon  
County Klamath

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained, and shall pay said note according to its terms. This covenant shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note. It being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagor shall have the option to declare the whole amount unpaid on said note, or on this mortgage, interest due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagor may at his option, deduct and apply payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any rights arising to the mortgagor for breach of covenants, and this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagor, attorney fees while the mortgagor neglects to timely furnish or pay, by the mortgagor, all statutory costs and disbursements and such further sum as the trial court may adjudge thereon, and being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagor for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge thereon, and being instituted to foreclose this mortgage, the mortgagor further promises to pay such sum as the appellate court may adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagees respectively.

In case suit or action is commenced to foreclose this mortgage, the Court may upon motion of the mortgagor, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this instrument, it is understood that the mortgagee may be more than one person; that if the mortgagor dies, the wife, the widow, the minor, the testatrix, the executrix, the masculine, the feminine and the neuter, and that generally all personal estate and chattels shall be made, devised and bequeathed to make the provisions hereof apply equally to

*IN WITNESS WHEREOF*, said mortgagor has hereunto set his hand the day and year first above written:

Ralph D. Sweet

*Celia A. Swift*

**NOTICE:** Delete in lines 1-4, whichever occurs first, (a) or (b), if not applicable. If the title is held in joint tenancy as co-owners or as a trustee, or such word appears in the title, then both names and addresses must be given. The notaries MUST comply with Oregon Statute 90.465. If the title is held in joint tenancy, the notary may sign either name. If the title is held in joint tenancy, the notary may sign either name. If the title is held in joint tenancy, the notary may sign either name.

*BE IT REMEMBERED*, That on this 29th day of December, 1978, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named:

Ralph D. Swift and Celia A. Swift  
known to me to be the identical individuals described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

*executed the same freely and voluntarily.*  
**IN TESTIMONY WHEREON,** I have hereunto set my hand and affixed  
my official seal this day and year above written.

Notary Public for Oregon  
My Commission expires 3-27-19

MORTGAGE  
PORTLAND, OREG.  
SALVATION-HEART LAW PUB. CO., PORTLAND, OREG.  
MORTGAGE ACTED  
THIS DAY DECEMBER 11, 1911, IN THE  
MATERIAL TESTIMONY OF THE SIGNED  
JOHN L. HOGGARD, TO JOHN MC FEE,  
MILWAUKEE, WIS., LENDER,  
SPOONER,  
IN  
AFTER RECORDING PREVIOUS TO THIS  
T/A Branch NO. 8, SPOONER, please.

**STATE OF OREGON**

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I certify that the within instrument was received for record on the 20th day of December, 1918, at 9:15 o'clock P.M., and recorded in book 34-78 on page 2908 for its reel number 60398.

Record of Mortgages of said County.  
Witness my hand and seal.

Presented by hand and seal of  
Gentleman affixed.

Wm. P. Wines

*Document No.* *Date* *Title*

By Jacqueline D. H.

*Deputy.*

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