

71692

NOTE AND MORTGAGE

Vol. 79 Page 1834

THE MORTGAGOR, Albert E. Jones and Betty Lou Jones

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:

A parcel of land situated in the E $\frac{1}{2}$ of Section 33 and the W $\frac{1}{2}$ of Section 34, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin on the East line of said Section 33, from which the Southeast corner of said Section 33 bears South 1830.00 feet, thence from said point of beginning leaving said section line, South 89° 57' 32" West 350.10 feet to a 5/8" iron pin; thence North 00° 02' 28" West 786.35 feet to a point, from which a 5/8" iron pin on the Southerly right of way line of the Klamath Falls-Lakeview Highway (Oregon Highway No. 140) bears North 00° 02' 28" West 430.00 feet, thence North 89° 57' 32" East 250.00 feet to a point; thence North 00° 02' 28" West to a point on the Southerly right of way line of said Klamath Falls-Lakeview Highway; thence Northeasterly along the Southerly right of way line of said Klamath Falls-Lakeview Highway to the most Westerly corner of that certain parcel of land described in a Deed recorded in Volume M74, page 8225, Microfilm Records of Klamath County; thence Southeasterly leaving said right of way line, along the Southerly line of said parcel described in a Deed recorded in Volume M74, page 8225, Microfilm Records of Klamath County, the following bearings and distances; South 42° East 115.00 feet, North 89° East 295.00 feet, South 71° 30' East 84.00 feet to the most Southwesterly corner of that tract of land described in a Deed recorded in Volume 66, at page 552, Records of Klamath County; thence Southeasterly along the Southerly line of that certain tract of land described in said Volume 66 at page 552 to a point in a fence on the Westerly line of that tract of land described in Deed recorded in Volume 245 at page 17, Records of Klamath County; thence South 00° 54' East along said fence and said West line of that tract of land described in Deed recorded in Volume 245 at page 17 to a 5/8" iron pin, from which a 5/8" iron pin on the South line of said Section 34 bears South 00° 54' 00" East 1569.00 feet; thence South 89° 06' West 310.00 feet to a 5/8" iron pin; thence North 00° 54' 00" West 413.40 feet to a 5/8" iron pin; thence North 89° 52' 00" West 980.85 feet to a 5/8" iron pin on the West line of said Section 34, thence South along the West line of said Section 34, 152.85 feet to the point of beginning.

to Section 34, 152.85 feet to the point of beginning.
to (\$106,000.00), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON One Hundred Six Thousand and no/100 Dollars (\$106,000.00), 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 407.072, 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:

\$8,293.00 on or before November 15, 1980 and \$8,293.00 on each November 15th 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 balance, the remainder on the principal.

The due date of the last payment shall be on or before November 15, 2004.

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

July 31

19 79

Albert E. Jones

Betty Lou Jones

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

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;

mc
in

MOBILE HOME

18345

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1974, Make/Brookwood, Serial Number/S0934, Size/24 x 64.

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 One Hundred Six Thousand and no/100-----Dollars

(\$106,000.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON <u>One Hundred Six Thousand and no/100</u> -----	
-----Dollars (\$ <u>106,000.00</u> -----), with interest from the date of	
initial disbursement by the State of Oregon, at the rate of <u>5.9</u> ----- 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:	
<u>\$8,293.00</u> -----	on or before <u>November 15, 1980</u> ----- and <u>\$8,293.00</u> on
<u>each November 15th</u> -----	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 balance, the remainder on the	
principal.	
The due date of the last payment shall be on or before <u>November 15, 2004</u> -----	
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 <u>Klamath Falls, Oregon</u>	<u>Albert E. Jones</u>
<u>July 31</u> , 19 <u>79</u>	<u>Betty Lou Jones</u>

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

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;

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.

The mobile home described on the face of this document is a portion of the property secured by this Note and Mortgage.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 31 day of July, 1979

Albert E. Jones (Seal)

Betty Lou Jones (Seal)

ACKNOWLEDGMENT

STATE OF OREGON, } ss.

County of Klamath

Before me, a Notary Public, personally appeared the within named Albert E. Jones and Betty Lou Jones

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

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

Linda Stiller
Notary Public for Oregon

My Commission expires July 13, 1981

MORTGAGE

L- P17523

FROM TO Department of Veterans' Affairs

STATE OF OREGON, } ss.

County of Klamath

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No. 179 Page 18344 on the 1st day of August, 1979 W. D. MILNE Klamath County Clerk

By Bernetha Shetch, Deputy.

Filed August 1, 1979 at o'clock 11:26 AM.
Klamath Falls, Oregon
County Klamath

By Bernetha Shetch, Deputy.

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

Fee \$10.50