

7/1A 38-19146-9-7
73065

NOTE AND MORTGAGE COP Vol. 79 Page 20499

THE MORTGAGOR,

CHARLES H. MINER AND BETTY A. MINER, 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:

All that portion of real property situated in Section 33, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at a point on the one-sixteenth section line from which the Southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ said Section 33, bears South 00° 13' 15" West, 1,322.60 feet; thence North 00° 13' 15" East, 1,236.98 feet to the true point of beginning; thence North 00° 13' 15" East, 210.00 feet; thence East 207.50 feet; thence South 00° 13' 15" West, 210.00 feet; thence West 207.50 feet to the true point of beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1979, Make/Barrington, Serial Number/WAFL2A90131-2657, Size/28' x 64',

TOGETHER WITH (See attached sheet)

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

(\$38,867.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Thirty Eight Thousand Eight Hundred Sixty Seven and no/100-----Dollars (\$38,867.00-----), 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:
\$277.00----- on or before October 15, 1979----- and 277.00 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 September 15, 1999-----

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

August 28, 1979

Charles H. Miner

Betty A. Miner

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 unencumbered 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;

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.

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 28th day of August, 1979

Charles H. Miner (Seal)

Betty A. Miner (Seal)

ACKNOWLEDGMENT

STATE OF OREGON.

County of Klamath } ss

Before me, a Notary Public, personally appeared the within named Charles H. Miner and Betty A.

Miner....., 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

Notary Public for Oregon

My Commission expires 2/15/81

MORTGAGE

FROM TO Department of Veterans' Affairs

L- P19372

STATE OF OREGON,

County of _____ } 85

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

No. _____ Page _____ on the _____ day of _____, 20____ 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

20501

TOGETHER WITH THE FOLLOWING PROPERTY:

Commencing at the S.W. Corner of the S.E. 1/4 of the S.E. 1/4, Section 33, T.38S., R.11E., W.M., thence, N00 13' 15"E. 2,959.58 feet along the west line of the E. 1/4 of the S.E. 1/4 to a point on the south Right of Way line of the Klamath Falls-Lakeview Highway. Thence, easterly along said Right of Way line 279.00 feet along the arc of a non-tangent curve to the left, through a central angle of 10 47' 00", a radius of 1,482.40 feet, subtended by a chord bearing S31 29' 06"E 278.58 feet to the True Point of Beginning.

Thence, South 55.00 feet.

Thence, West 81.51 feet.

Thence, S31 12' 00"W 110.58 feet, to a point on the north line of that certain parcel of land described in Exhibit B, attached hereto, at a point from which the N.W. Corner thereof bears, West 137.51 feet.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 28th day of August A. D. 1979 at 3:23 o'clock P M., and

duly recorded in Vol. M79, of Mortgages on Page 20499

Wm D. MILNE, County Clerk

By Bernetha Helson

Fee \$ 10.50