

TK

77979

DEED CREATING ESTATE BY THE ENTIRETY

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KNOW ALL MEN BY THESE PRESENTS, That BRUCE R. WIRTH
 (hereinafter called the grantor), the spouse of the grantee hereinafter named, for the con-
 sideration hereinafter stated, has bargained and sold and by these presents does grant, bargain, sell and convey
 unto MAXINE L. WIRTH (herein called the grantee),
 an undivided one-half of the following described real property situate in _____ County, Oregon, to-wit:

The NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 22, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 23
 All in Township 38S., Range 9 E., W. M., CONTAINING 240 ACRES
 more or less.

NO CONSIDERATION THIS DEED IS RECORDED TO CORRECT ORIGINIAL DEED THAT LEFT OFF
 NAME OF WIFE

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise
 appertaining;

TO HAVE AND TO HOLD said undivided one-half of said real property unto the said grantee forever.

The above named grantor retains a like undivided one-half of said real property and it is the intent and pur-
 pose of this instrument to create and there hereby is created an estate by the entirety between husband and wife as
 to said real property.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ none
 However, the actual consideration consists of or includes other property or value given or promised which is
 the whole consideration (indicate which) (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)
 part of the consideration (indicate which) @ 11 day of December, 1979.

WITNESS grantor's hand this 11 day of December, 1979.

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above named Bruce Wirth
 who is known to me to be the spouse of the grantee in the above deed and acknowledged the foregoing instrument
 to be his voluntary act and deed.

Before me:

Notary Public for Oregon—My commission expires: 7-30-81

(OFFICIAL SEAL)

Bruce R. Wirth
P.O. Box 477

Klamath Falls, Oregon 97601
 GRANTOR'S NAME AND ADDRESS

Maxine L. Wirth
P.O. Box 477
Klamath Falls, Oregon 97601
 GRANTEE'S NAME AND ADDRESS

After recording return to:

Bruce R. Wirth
P.O. Box 477
Klamath Falls, Oregon 97601
 NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Bruce R. & Maxine Wirth
P.O. Box 477
Klamath Falls, Oregon 97601
 NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instru-
 ment was received for record on the
 11th day of December, 1979,
 at 4:43 o'clock P.M., and recorded
 in book M79 on page 28517 or as
 file/reel number 77979.

Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

Wm. D. Milne

By Sernetha Holsch Recording Officer
 Deputy

Fee \$3.50

77980
76351
THE MORTGAGOR,

NOTE AND MORTGAGE

EARL W. PETERS

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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:

Lots 132 and 133 of THIRD ADDITION TO SPORTSMAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

RECORDED TO CORRECT MORTGAGORS NAME

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 Fifty Eight Thousand and no/100----- Dollars

(\$58,000.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Fifty Eight Thousand and no/100----- Dollars (\$58,000.00-----), 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:

\$345.00----- on or before January 1, 1980----- and \$345.00 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 December 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 407.070 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
November 1, 1979

Earl W. Peters
EARL W. PETERS
Marcia H. Seyvertsen
MARCIA H. SEYVERTSEN

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;

28519

25806

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.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 1st day of November, 1979.

Earl W. Peters
EARL W. PETERS

(Seal)

Marcia H. Seyvertsen
MARCIA H. SEYVERTSEN

(Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named EARL W. PETERS

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

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

Kristi L. Garrison
Notary Public for Oregon

My Commission expires June 19, 1983

MORTGAGE

FROM

STATE OF OREGON,

County of Klamath } ss.

I certify that the within was received and duly recorded by me in Klamath

No. M79 Page 25805 on the 1st day of November, 1979 W. D. MILNE Klamath County Records, Book of Mortgages.

By *Bernetha Blotich* Deputy.

Filed November 1, 1979 at o'clock 11:16 A.M.

County Klamath

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

Fee \$7.00

28520

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

is 12th day of December A. D. 19 79 at 8:35 clock AM., and

is recorded in Vol. N79, of Mortgages on Page 28518

Wm D. MILNE, County Clerk

By Deanna A. Helich

Fee \$10.50