# 79472

## MTC - 8495 L NOTE AND MORTGAGE

Vol. //80 Page - 1010

THE MORTGAGOR Donald R. Cross and Berneice M. Cross, Husband and Wife

#### 2 renero

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.

PARCEL 1:

A tract of land situated in the NM% of Section 28, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 luch iron pin on the Westerly right of way line of the Hill (Bradbury) County Road, said point being South 89° 5h' h]" East 10.70 feet, South 00° 19' 32" West 9h7.85 feet and North 88° 56' h8" West 30.00 feet from the Northeast corner of the NWANE of said Section 28: thence North 88° 56' 48" West 766.54 feet to the true point of beginning; thence South 603.83 feet; thence West 410.34 feet to the centerline of ditch; thence along said ditch Sorth Ol° 58' 00" East 174.02 feet; thence North 12° 12' 03" East 360 feet to the berinning of a curve to the left with a radius of 300 fect through a central angle of 16° 12' 11" for a distance of 84.84 feet; thence South 88° 56' 48" East 342.36 feet to the true point of beginning.

### PARCEL 2:

60 JAN 17 MILL 32

A parcel of land situate in Section 28, Township 39 South, Hange 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point South 80° h' h1" East a distance of 10.70 feet from the Northeast corner of the NW2 of the NE2 of Section 28. Township 39 South, Eange 10 East of the Willamette Meridian; thence South 00° 10' 32" West adistance of 947.85 feet; thence North 88° 561 48" West a distance of 415.48 feet to the true point of beginning; thence South a distance of 596.8% feet; thence West a distance of 380 feet; thence North a distance of 603.83 feet; thence South 880 56' h8" East a distance of 380.06 feet to the true point of beginning.

I promise to pay to the STATE OF OREG	NN Seventy Five Thousand and no/100 Dollars (\$75,000.00), with interest from the date of
nitial disbursement by the State of Oregon, at	the rate of 5.9
408.00 on or before Man 15th of every month	r. plus one-twelfth of
successive year on the premises described in the	e mortgage, and continuing until the full amount of the principal, interes s to be applied first as interest on the unpaid balance, the remainder on th
The due date of the last payment shall be	on or before February 15, 2020
In the event of transfer of ownership of the balance shall draw interest as prescribed by	he premises or any part thereof. I will continue to be liable for payment an ORS 407.070 from date-of such transfer.
This note is secured by a mortgage, the te	erms of which are made a part hereof
Dated at Klamath Falls, Oregon	Noueld K. Com
	A Donald P Greece
1–17	19 80 Berneice M. Cross
a senderal de la contraction de la cont	

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 demolishment of any buildings or improvements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in between the parties hereto; and the parties
- 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;
- 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 mortgage; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires: 7.

			2 2 <b>.2</b> 22	
7				
Territi at	Mumath Mumath			
ILOLOSPOS				1011
			kant Alleren veran di Aller	
		MORTEALES		
			in teh kan sa	
Willings and and	a 1 o 110 o 100 01 01 o 100 00	li 2005. Plan tras, so ataggan		
in runn		Mara (* 110) milo 1839 prod	12- 2 ABATA ILA MARATA	
	n 1. dalam kata mpanya selatan s	en e		
Nalis de la subre	지원은 영국에 가격한 가격을	, rights, privileges, and appu	tienances including made and	
	tenements, heriditaments	tures furnace and heating a	ystem, water heaters, fuel sta id blinds, shutters: cabinets, b ors, freezers, dishwashers; and	orage receptacles; pl uilt-ins, linoleums ar all fixtures now or h
	tenements, heriditaments s; electric wiring and fix and irrigating systems; scr stoves, ovens, electric sin the premises; and any shri thy one or more of the fore	eens, doors; window shades ar ks, air conditioners, refrigerat lobery, flora, or timber now g	rowing or hereafter planted o	
together with the with the premises ventilating, water coverings, built-in installed in or on replacements of ar land, and all of th	tenements, heriditaments s: electric wiring and fix and irrigating systems; scr stoves, ovens, electric sin the premises; and any shr ny one or more of the fore he rents, issues, and profit ment of Seventy F	eens, doors; window shades ar ks, air conditioners, refrigerat ubery, flora, or timber now, going items, in whole or in par s of the mortgaged property; ive Thousand and no.	rowing or hereafter planted o t. all of which are hereby decla /100	승규는 가격 비슷하는 것이 가지 않는 것이 같이 했다.
together with the with the premises ventilating, water coverings, built-in installed in or on replacements of ar land, and all of th to secure the payr	ment of <u>Seventy</u> F:	eens, doors, window shades ar ks, air conditioners, refrigerat abbery, flora, or timber now fe going items, in whole or in par s of the mortgaged property; ive Thousand and no, on, evidenced by the followin	/100	red to be appurtenan
together with the with the premises ventilating, water coverings, built-in installed in or on replacements of ar land, and all of th to secure the payr	ment of <u>Seventy</u> F:	ive Thousand and no,	/100	승규는 가격 비슷하는 것이 가지 않는 것이 같이 했다.
together with the with the premises ventilating, water coverings, built-in replacements of ar land, and all of th to secure the payr (s. 75,000.00	ment of <u>Seventy F</u> .	ive Thousand and no, on, evidenced by the followin OF OBECON Seventy Fi	g promissory note:	100
together with the with the premises votiliating, water coverings, built-in installed in or on replacements of ar land, and all of th to secure the payr (s. 75,000.00)	ment of <u>Seventy F</u> .	ive Thousand and no, on, evidenced by the followin DF OREGON Seventy Fi Dollars (\$75., egon, at the rate of 5.9 syunt to ORS 407.072	ve Thousand and no/	100
together with the with the premises ventilating water coverings, built installed in or of ar replacement of ar land, and all of the to secure the payr (\$ 75,000,00 I promi- initial disburs different inten States at the	ment of <u>Seventy F</u> 	ive Thousand and no, on, evidenced by the followin DF OREGON Seventy Fi Dollars (\$75, Boon, at the rate of 5.9	/100 g promissory note: .VE Thousand and no/ 000.00, with in percent per annu ul and interest to be paid in law agon, as follows:	100
together with the with the premises ventilating, water coverings, built-in installed in or on replacements of ar land, and all of th to secure the payr (s. 75,000.00. I promi- initial disburs different inter States at the s.408.00- 15th of	ment of <u>Seventy F</u> set to pay to the STATE of mement by the State of Or rest rate is established pur office of the Director of V <u>Office of the Director of V</u> <u>Office of the Director of V</u>	ive Thousand and no, on, evidenced by the followin DF OREGON Seventy Fi Dollars (\$75, egon, at the rate of 5.9 rsuant to ORS 407.072, princips Veterans' Affairs in Salem; Or ore March 15, 1980 thereafter, plus One-twelf	/100	100 terest from the date m until such time a ful money of the Uni 408.00 on the valorem taxes for c
together with the with the premises ventilating, water coverings, built-in installed in or on replacements of ar land, and all of th to secure the payr (s 75,000.00. I promit initial disburs different inter States at the s 408.00- 15th of Successive yea and advances principal. The due	ment of <u>Seventy F</u> set to pay to the STATE of mement by the State of Or rest rate is established pur office of the Director of V <u>every month</u> ar on the premises descrit shall be fully paid, such date of the last payment	ive Thousand and no, on, evidenced by the followin DF OREGON Seventy Fi Dollars (\$75, egon, at the rate of 5.9 rsuant to ORS 407.072, princips /eterans' Affairs in Salem; Or ore March 15, 1980 thereafter, plus One-twelf bed in the mortgage, and cont payments to be applied first a shall be on or before Feb	/100	100 tterest from the date m until such time a ful money of the Uni 408.00 on the valorem taxes for e f the principal, inter e, the remainder on
together with the with the premises ventilating, water coverings, built-in replacements of ar land, and all of th to secure the payr (s. 75,000.00. I promis initial disburs different intel States at the s.408.00- 15th of successive year and advances principal. The due in the se the balance si This not	ment of <u>Seventy</u> <u>F</u> . <u>Seventy</u> , and interest there <u>se</u> to pay to the STATE of <u>sement by the State of Or</u> rest rate is established pur <u>office of the Director of V</u> <u>every month</u> <u>every month</u> ar on the premises descrit shall be fully paid, such date of the last payment vent of transfer of owner hall draw interest as press e is secured by a mortgag	ive Thousand and no, on, evidenced by the followin DF OREGON Seventy Fi Dollars (\$75, egon, at the rate of 5.9 rsuant to ORS 407.072, princips Veterans' Affairs in Salem; Or- ore March 15, 1980 thereafter, plus ONe-twelf thereafter, plus ONe-twelf payments to be applied first a shall be on or before Feb ship of the premises or any pa- ribed by ORS 407.070 from da- te, the terms of which are ma	/100 g promissory note: .ve Thousand and no/ 000.00, with in percent per annu ul and interest to be paid in law agon, as follows: end \$ th of the action inuling until the full amount of is interest on the unpaid balance ruary: 15, 2020 art thereof, I will continue to be tg-of such transfer.	100 tterest from the date m until such time a ful money of the Uni 408.00 on the valorem taxes for e. f the principal, inter e, the remainder on
together with the with the premises ventilating, water coverings, built-in replacements of ar land, and all of th to secure the payr (s. 75,000.00. I promis initial disburs different inter States at the s.408.00- 15th of successive year and advances principal. The due in the set the balance si This not	ment of <u>Seventy</u> <u>F</u> . <u>set to pay to the STATE</u> <u>set to pay to the STATE</u> <u>set to pay to the STATE</u> <u>sement by the State of Or</u> <u>rest rate is established pur</u> <u>office of the Director of V</u> <u>every month</u> <u>ar on the premises descrit</u> <u>shall be fully paid</u> , such <u>date of the last payment</u> <u>to on the ast payment</u> <u>to on the pressive of owner</u> <u>hall draw interest as press</u>	ive Thousand and no, on, evidenced by the followin DF OREGON Seventy Fi Dollars (\$75, egon, at the rate of 5.9 rsuant to ORS 407.072, princips Veterans' Affairs in Salem; Or- ore March 15, 1980 thereafter, plus ONe-twelf thereafter, plus ONe-twelf payments to be applied first a shall be on or before Feb ship of the premises or any pa- ribed by ORS 407.070 from da- te, the terms of which are ma	/100 g promissory note: .ve Thousand and no/ 000.00, with in percent per annu ul and interest to be paid in law agon, as follows: end \$ th of the action inuling until the full amount of is interest on the unpaid balance ruary: 15, 2020 art thereof, I will continue to be tg-of such transfer.	100

MORTGAGOR FURTHER COVENANTS AND AGREES:

To pay all debts and moneys secured hereby; 1.

 To pay an decors and moneys secure vacant or unoccupied; not to permit the removal or demolishment of any buildings provements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable t accordance with any agreement made between the parties here(s).
Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste; any buildings or im-a reasonable time in

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.

Morrgagee 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 mortgage; to deposit with the mortgage all such policies with receipts showing payment in full of all premiums; all such insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

1012

- 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;

stand in forse of the local

467

Form L-4 (Itev: 5-71)

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 mortgager 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 mortgage 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 sum of the ist direction in the out to balance 3 Sobrdera n period all'ante factore del programme portecuto en la adformación portecto la factore del manomación contecto en la constante del servico del servico del servico del servico del portecto del programme del servico del 8 G f An a part stranger Track 法的指罪 N. C. C. C. C. S. S. S. S. S. S. o de de la com day of ...January IN WITNESS WHEREOF, The mortgagors have set their hands and seals this .17. 19 80 in the bornes 11 1 (Seal) Donald R Cross (Seal) STE DOT HAND (Seal) n Chief ACKNOWLEDGMENT STATE OF OREGON, Klamath County of Before me, a Notary Public, personally appeared the within named Donald R. Cross and Berneice'M. Cross voluntary ., his wife, and acknowledged the foregoing instrument their 1 act and deed. 0.0 3 WITNESS by hand and official seal the day and year last above written G 0/10 Orego My Commission expires . My Commission Expires July 18, 1981  $\overline{n}$ MORTGAGE P30103 ï TO Department of Veterans' Affairs FROM 1011 STATE OF OREGON ... County of Klamath I certify that the within was received and duly recorded by me in \_\_\_\_\_Klamath\_\_\_\_\_ County Records, Book of Mortgages, January 1980 No.M-, County Klamath 80 Page 1010 on the 17th 3 UEUNE ... Deputy. B at o'clock 11:32 January 17, 1980 Filed mequeline Metlee Klamath Deputy. County After recording return to: DEPARTMENT OF VETERANS' AFFAIRS General Services Building - Salem, Oregon 97310 Fee \$10.50