38-20397

80144

NOTE AND MORTGAGE

Vol. M80 Page 2081

THE MORTGAGOR, Martin B. Jocks and Pamela M. Jocks, 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 the Southeast quarter of Southwest quarter of Section 29, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

All that tract lying between Block 6 of FIRST ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, and SHIVE'S ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, being further described as follows:

Beginning at the most Northerly corner of Lot 1 of said Block 6; thence Northeasterly along the Southerly line of Doty Street approximately 34 feet to the South line of Upham Street; thence East along said Upham Street approximately 54 feet to the Northwest corner of Shive's Addition aforesaid; thence South along the West line of Shive's Addition approximately 90 feet to the Northeasterly line of said Lot 1, Block 6 aforesaid; thence Northwesterly along said line approximately 100 feet to the point of beginning.

ALSO the West 27' of the North 76.5 feet of Lot 1, Block 1, SHIVES ADDITION, to the City of Klamath Falls, State of Oregon.

($4,790.00), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Twenty Seven Thousand Five Hundred Sixty Nine and 96/100 Dollars ($27,569.96), evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:

Thirty Two Thousand Three Hundred Fifty Nine and 96/100 Dollars ($32,359.96), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum,

______ Dollars ($______), with interest from the date of initial disbursement by the State of Oregon, at the rate of ______ percent per annum,

______ Dollars ($______), with interest from the date of initial disbursement by the State of Oregon, at the rate of ______ 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: $ 207.00 on or before March 1, 1980 and $ 207.00 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 principal, the remainder on the principal.

The due date of the last payment shall be on or before February 1, 2005

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

January 29 1980

Martin B. Jocks
Martin B. Jocks

Pamela M. Jocks
Pamela M. Jocks

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

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the State of Oregon, dated August 23, 1977, and recorded in Book M-77, page 15516 Mortgage Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of $28,500.00, and this mortgage is also given as security for an additional advance in the amount of $4,790.00, together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness.

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 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;

S083

2082

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 Four Thousand Seven Hundred Ninety and no/100 Dollars ($4,790.00), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Twenty Seven Thousand Five Hundred Sixty Nine and 96/100 Dollars ($27,569.96), evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:

Thirty Two Thousand Three Hundred Fifty Nine and 96/100 Dollars ($32,359.96), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum,

Dollars ($), with interest from the date of initial disbursement by the State of Oregon, at the rate of percent per annum,

Dollars ($), with interest from the date of initial disbursement by the State of Oregon, at the rate of 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: $207.00 on or before March 1, 1980 and $207.00 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 principal, the remainder on the principal.

The due date of the last payment shall be on or before February 1, 2005.

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

January 29 1980

Martin B. Jocks
Martin B. Jocks

Pamela M. Jocks
Pamela M. Jocks

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

This mortgage is given in conjunction with and supplementary to that certain mortgage by the mortgagors herein to the State of Oregon, dated August 29, 1977, and recorded in Book M-77, page 15516 Mortgage Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of $28,500.00, and this mortgage is also given as security for an additional advance in the amount of $4,790.00, together with the balance of indebtedness covered by the previous note, and the new note is evidence of the entire indebtedness.

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 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;

2083

2083

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 29 day of January, 19 80

Martin B. Jocks
Martin B. Jocks (Seal)

X Pamela M. Jocks
Pamela M. Jocks (Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON,
County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named Martin B. Jocks and Pamela M. Jocks his wife and acknowledged the foregoing instrument to be their voluntary act and deed.

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

[signature]
Notary Public for Oregon

My Commission expires 10-3-1982

5085

MORTGAGE

FROM

TO Department of Veterans' Affairs

L- M71456
Imp. Adv.

STATE OF OREGON,
County of } ss.

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

No. Page on the day of

By , County

Deputy

Filed

at o'clock M.

County

By Deputy

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

Form L-4 (Rev. 5-80)

5085

STATE OF OREGON,

County of Polk } ss.

BE IT REMEMBERED, That on this 11th day of January, 19 80, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named PAMELA M. JOCKS

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Susan M. Gardner

Notary Public for Oregon.

My Commission expires 5-30-81

GENERAL ACKNOWLEDGMENT

STATE OF OREGON, COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 1st day of February A.D., 19 80 at 11:45 o'clock A M., and duly recorded in Vol M80, of Mortgages on Page 2081.

FEE $14.00

WM. D. MILNE, County Clerk

By Bernetha G Letsch Deputy

FORM No. 908—SUBORDINATION AGREEMENT. STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

TK 80145 38-20351 Vol. M80 Page 2085

THIS AGREEMENT, Made and entered into this 21 day of Dec, 1979, by and between Pacific Finance Co. hereinafter called the first party, and Dept. of Veterans' Affairs, hereinafter called the second party; WITNESSETH:

Martin B. Jocks and Pamela M. Jocks,