

35-21018-8-D

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## NOTE AND MORTGAGE

Vol. 80 Page 4587

THE MORTGAGOR.

DENNIS A. MUNOZ AND PAMELA A. MUNOZ, 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:

Beginning at a point 1650 feet East and 60 feet North of an iron pin driven into the ground at the Southwest corner of the NW $\frac{1}{4}$  of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, on the property of Otis V. Saylor, which iron pin is 30 feet East of the center of a road intersecting the Klamath-Lakeview Highway; from the North and 30 feet North of the center of said Highway; thence East 66 feet; thence South 20 feet; thence East 66 feet; thence North 340 feet; thence West 132 feet; thence South 320 feet to the place of beginning.

EXCEPTING THEREFROM a tract of land lying in the Southeast quarter of the Northwest quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian and being more particularly described as follows:

Beginning at an iron pin which is 30 feet North and 30 feet East of a brass plug marking the intersection of the centerline of the Klamath Falls-Lakeview Highway and a county road to the North and South along the Section line between Section 1 and 2, Township 39 South, Range 9 East of the Willamette Meridian; thence East 1320.0 feet to an iron pipe marking the East boundary of a North-South road (Patterson St.) and the South boundary of Simmers Avenue to the East; thence along the South boundary of said Simmers Avenue, North 88° 55' East 330.0 feet; thence North 0° 03' East 60.0 feet to an iron pipe on the North boundary of said Simmers Avenue to the true point of beginning of this description; thence North 0° 03' East parallel to Patterson Street, 310.0 feet; thence North 88° 55' East 55.0 feet; thence South 0° 03' West 310.0 feet; thence South 88° 55' West 55.0 feet, more or less to the true point of beginning.

Said described parcel lies wholly within the Southeast quarter of the Northwest quarter of Section 1, Township 39 South, Range 9 East of the Willamette Meridian.

I promise to pay to the STATE OF OREGON		34,900.00
Dollars (\$		), 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:
208.00	on or before	April 15, 1980
15th of every month	thereafter, plus	one-twelfth of
successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest		and \$ 208.00 on the
and advances shall be fully paid, such payments to be applied first as interest on the unpaid balance, the remainder on the		the ad valorem taxes for each
principal.		March 15, 2010
The due date of the last payment shall be on or before		
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	
February 11	1980	
		Dennis A. Munoz
		Pamela A. Munoz

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

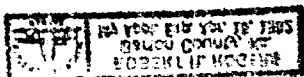
The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this covenant shall not be extinguished by foreclosure, but shall run with the land.

## MORTGAGOR FURTHER COVENANTS AND AGREES:

- To pay all debts and moneys secured hereby;
- 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;
- Not to permit the cutting or removal of any timber (except for his own domestic use; not to commit or suffer any waste;
- Not to permit the use of the premises for any objectionable or unlawful purpose;
- Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
- 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 mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

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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 Four Thousand Nine Hundred and no/100 Dollars  
(\$34,900.00), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Thirty Four Thousand Nine Hundred and no/100  
Dollars \$ 34,900.00, 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:

\$ 208.00 on or before April 15, 1980 and \$ 208.00 on the  
15th of every 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 March 15, 2010

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  
February 11 1980

Dennis A. Munoz  
Dennis A. Munoz  
Pamela A. Munoz  
Pamela A. Munoz

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; in urance 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.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 11 day of February, 1980

Dennis A. Munoz (Seal)  
Dennis A. Munoz  
Pamela A. Munoz (Seal)  
Pamela A. Munoz (Seal)

### ACKNOWLEDGMENT

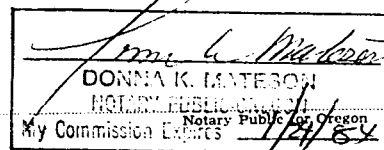
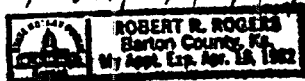
STATE OF OREGON,

County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named Pamela A. Munoz

Dennis A. Munoz his wife, and acknowledged the foregoing instrument to be free voluntary act and deed.

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



My Commission expires \_\_\_\_\_

### MORTGAGE

P31756

FROM \_\_\_\_\_ TO Department of Veterans' Affairs

STATE OF OREGON,

County of Klamath } ss.

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

No. 1330 Page 4589 on the 10th day of March, 1980 WIL. D. HILKE Klamath County Clerk

by Bernetha Hetsch Deputy.

Filed March 10, 1980 at o'clock 4:30 P. M.

Klamath Falls, Oregon

County Klamath

by Bernetha Hetsch

Deputy.

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

Fee \$10.50