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NOTE AND MORTGAGE

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THE MORTGAGOR,

JOHN A. ATCHLEY and CLEO MARIE ATCHLEY, 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

PARCEL 1

That part of Lot 13, Section 14, Township 36 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying West of a line running North and South from a point described as being South 1980 feet and East 1113 feet from the Northwest corner of Section 14, EXCEPT from the above described parcel that part contained within the tract conveyed to Klamath County by deed recorded in Book 85 at page 614, Deed Records, of Klamath County, Oregon, described as follows:

A strip of land 60 feet in width, being 30 feet on each side of the centerline of the Sprague River Highway described as beginning 675 feet North and 620 feet East of the Southwest corner of Lot 13, aforesaid Section, Township and Range, running thence South 89° 48' East 710 feet to the East line of said Lot 13,

ALSO EXCEPT Beginning at a point which lies South along the section line a distance of 1980 feet and East 463 feet from iron pin which marks the Northwest corner of Section 14; thence South 100 feet; thence East 110 feet; thence North 100 feet; thence West 110 feet, more or less, to the point of beginning.

ALSO EXCEPT a parcel of land 60 feet in width for road purposes in Section 14, Township 36 South, Range 10 East of the Willamette Meridian; in the County of Klamath, State of Oregon, being 30 feet on either side of the following described centerline:

Commencing at the West quarter corner of Section 14, Township 36 South, Range 10 East of the Willamette Meridian; thence North 700.07 feet; thence East 1025.59 feet to a point in Sprague River Highway for the true point of beginning, being Engineer's Centerline Station 0+00; thence South 0° 19' 40" East 66.95 feet to Engineer's Centerline Stations 0+66.95; thence 450 feet along the arc of a 20° 00' curve right (the long chord of which bears South 44° 40' 20" West 405.14 feet) to Engineer's Centerline Station 5+16.95; thence South 89° 40' 20" West 253.52 feet to Engineer's Centerline Station 7+70.47; thence 586.33 feet along the arc of a 10° 00' curve left to the West boundary of said Section 14.

PARCEL 2

A tract of land situated in Lot 13 in the SW¼NW¼ of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which lies South along the Section line a distance of 1980 feet; and East a distance of 1113 feet, and South a distance of 200 feet from the iron pin which marks the Northwest corner of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, and running; thence South 100 feet; thence East 120 feet; thence North 100 feet; thence West 120 feet, more or less to the point of beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1973, Make/Fleetwood, Serial Number/S15020, Size/12x65.

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 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 Fourteen Thousand Three Hundred Seventy Five and no/100----- Dollars (\$14,375.00), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Thirteen Thousand Three Hundred Twenty Six and 85/100----- Dollars (\$13,326.85), evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:
Twenty Seven Thousand Seven Hundred One and 85/100----- Dollars (\$27,701.85), 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, Dollars (\$-----), 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: \$ 197.00----- on or before July 15, 1980----- and \$ 197.00 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 principal, the remainder on the principal.
 The due date of the last payment shall be on or before June 15, 2000-----
 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 97601
 On this 7th day of May, 1980
 JOHN A. ATCHLEY
 CLEO MARIE ATCHLEY

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 June 15 1979, and recorded in Book M-79, page 14982. Mortgage Records for Klamath-----

County, Oregon, which was given to secure the payment of a note in the amount of \$13,500.00----- and this mortgage is also given as security for an additional advance in the amount of \$14,375.00----- 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 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;

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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; in the mortgagee's favor in the case of any such release.

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.

The mobile home described on the face of this document is a portion of the property secured by this Note & Mortgage.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 7th day of May, 1980

JOHN A. ATCHLEY

CLEO MARIE ATCHLEY

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath

Before me, a Notary Public, personally appeared the within named John A. Atchley and

Cleo Marie Atchley, 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.

Notary Public for Oregon

My Commission expires 3-22-81

MORTGAGE

L- P37618

FROM _____ TO Department of Veterans' Affairs

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,

No. M80, Page 9009, on the 15th day of May, 1980, WM. D. MILNE Klamath County Clerk

By Bernetha A. Letsch Deputy.

Filed May 15, 1980 at o'clock 4:09 P.M.

Klamath Falls, Oregon

County Klamath

By

Bernetha A. Letsch

Deputy

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

Fee \$10.50