

83662

THE MORTGAGOR Andrew C. Gaskin and Donna R. Gaskin, 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

The S 1/2 of SE 1/4 of Section 19, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1977, Make/Walden, Serial Number/8224, Size/56x24.

TOGETHER WITH a right of way, 60 feet wide, lying 30 feet on each side of the centerline of the road described in Right of Way Agreement recorded in Volume 328, page 443, running from the above described property to Harpold Road;

WOKLEVEE

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 heater, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens doors; window shades and blinds; shutters; cabinets, built-in 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 Nine Thousand Two Hundred Seventy and no/100 Dollars (\$9,270.00), and interest thereon, and as additional security for an existing obligation upon which there is a balance

owing of Sixty Nine Thousand Three Hundred Eighty Two and 64/100 Dollars (\$69,382.64), evidenced by the following promissory note:

Promissory note form containing fields for interest rate (5.9%), payment schedule (\$5,314.00 on every September 1st), and signatures of Andrew C. Gaskin and Donna R. Gaskin dated August 21, 1980.

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 May 25, 1979, and recorded in Book M79, page 12082, Mortgage Records for Klamath

County, Oregon, which was given to secure the payment of a note in the amount of \$70,662.20, and this mortgage is also given as security for an additional advance in the amount of \$9,270.00, 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 encumbrances, that he will warrant and defend same 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;
3. Not to permit the cutting or removal of any timber except for his own domestic use;
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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1. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, to be applied upon the indebtedness.

2. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

10. 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 21 day of August, 19 80

Andrew C. Gaskin (Seal)
Andrew C. Gaskin

Donna R. Gaskin (Seal)
Donna R. Gaskin

ACKNOWLEDGMENT

STATE OF OREGON
County of Klamath

Before me, a Notary Public, personally appeared the within named Andrew G. Gaskin and Donna R. Gaskin, 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.

Donna R. Gaskin
Notary Public for Oregon
My Commission Expires July 13, 1981

MORTGAGE

FROM STATE OF OREGON TO Department of Veterans' Affairs L- P45072

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 15865 on the 21st day of August, 1980 WM. D. MILNE Klamath Clerk

By Bernetha S. Pritchard Deputy

Filed August 21, 1980 at 3:33 P.M.
Klamath Falls, Oregon
County Klamath

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

Fee \$7.00

302

CERTIFICATE OF DEATH

State File Number

Local File Number

DECEASED—NAME First Middle Last CAROLYN LUCILLE VAN METER			DATE OF DEATH (month, day, year) 2 August 14, 1980		
RACE—White, Black, American Indian, etc. (specify) White		SEX Female	AGE—Last birthday (years) 52	DATE OF BIRTH (month, day, year) February 2, 1928	
CITY, TOWN OR LOCATION OF DEATH Klamath Falls			HOSPITAL OR OTHER INSTITUTION—NAME (If not in either, give street and number) West Medical Center		F. HOSP. OR INST. Indicate DOA, OP, Emer., Im., Inpatient (Specify) Inpatient
STATE OF BIRTH (If not in U.S., name country) Oregon		CITIZEN OF WHAT COUNTRY USA	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify) Divorced		SPOUSE (If married, widowed) —
SOCIAL SECURITY NUMBER 5111-24-1654		USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) Clerk		KIND OF BUSINESS OR INDUSTRY Cimarron Motel	
RESIDENCE—STATE Oregon		COUNTY Klamath	CITY, TOWN, OR LOCATION Klamath Falls		STREET AND NUMBER OR R.F.D., ZIP 3926 Clinton Avenue 97601
FATHER—NAME first middle last Carrol Dunn		MOTHER—Maiden Name first middle last Pearl Criss	INFORMANT—NAME and relationship to deceased Ray Dunn (Brother)		LOCATION—city or town state Klamath Falls, Oregon 97601
BURIAL, CREMATION, REMOVAL, MAUSOLEUM (specify) Burial		CEMETERY OR CREMATORY—NAME Eternal Hills Memorial Gardens		FURNERAL SERVICE LICENSEE OF Person Acting As Such (Signature) Ward's Klamath Funeral Home Inc., Klamath Falls, Oregon 97601	
NAME AND ADDRESS OF CERTIFIER (Type or Print) Jon G. McKellar, M.D., 2850 Daggett Street, Klamath Falls, Oregon 97601		DATE SIGNED (Mo., Day, Yr.) 8/18/80		HOUR OF DEATH 1:55 A.M.	
DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) AUG 19 1980		REGISTRAR Talanda Francis			
PART I—IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) Hodgkins Disease		Interval between onset and death			
(a) DUE TO, OR AS A CONSEQUENCE OF		Interval between onset and death			
(b) DUE TO, OR AS A CONSEQUENCE OF		Interval between onset and death			
(c) DUE TO, OR AS A CONSEQUENCE OF		Interval between onset and death			
PART II—OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not related to cause given in PART I (a)		AUTOPSY (Specify Yes or No) No		WAS MEDICAL EXAMINER NOTIFIED (Specify Yes or No) No	
ACCIDENT (Specify Yes or No) No	DATE OF INJURY (Mo., Day, Yr.) 26	HOUR OF INJURY 26c	DESCRIBE HOW INJURY OCCURRED 26d		
INJURY AT WORK (Specify Yes or No) No	PLACE OF INJURY—At home, farm, street, factory, office building, etc. (Specify) 26e	LOCATION 26f	STREET OR R.F.D. NO. 26g	CITY OR TOWN 26h	STATE 26i
RESERVED FOR REGISTRAR'S USE					

STATE OF OREGON
County of Klamath

This certifies that the foregoing is a correct and complete transcript of a record of death on file with the Klamath County Department of Health Services.

MARIAN ACKERMAN, Registrar Vital Statistics

By Talanda Francis, Deputy RegistrarDate AUG 19 1980

VOID IF ALTERED

NOT VALID WITHOUT RAISED SEAL OF THE KLAMATH CO. DEPT. OF HEALTH SERVICES

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of August A.D., 19 80 at 3:52 o'clock P M., and duly recorded in Vol. M80, of Deeds on Page 15867.

FEE \$3.50

WM. D. MILNE, County Clerk

By Bernetha A. Petch Deputy