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K-33378

## NOTE AND MORTGAGE

Vol. <sup>m</sup> 80 Page 17746THE MORTGAGOR, LARRY C. HEATON and PAMALA A. HEATON,

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 the following described real property situated in Klamath County, Oregon:

PARCEL 1: In Township 37 South, Range 9 East of the Willamette Meridian:

Section 28: That part of the SW $\frac{1}{4}$  that lays West of Old Fort Road, and that part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  that lays West of Old Ford Road.

Section 29: That part of the SE $\frac{1}{4}$  that lays East of that certain 60-foot road easement described in Deed Volume M-73 on page 16734, and that part of the S $\frac{1}{2}$  of N $\frac{1}{2}$  that lays East of said easement.

SAVING AND EXCEPTION therefrom an undivided  $\frac{1}{2}$  interest in existing well located in the SE $\frac{1}{4}$  of Section 29.

PARCEL 2: A parcel of land situate in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 25, Township 38 South, Range 8 East of the Willamette Meridian, more particularly described as follows: Beginning at an iron pin on the South line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 25, said point being East a distance of 485 feet from the Southwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 25; and said point being at the Southwest corner of that tract of land described as Parcel No. 3 in Deed Volume 322, page 186, Klamath County Deed Records, thence North 03°13'51" West 300.4 feet to an iron pin on the Southerly boundary of Lakeshore Drive; which iron pin is immediately East of the existing fence and adjoins the same, and which said fence, and said fence if extended, lies along the first course of this description; thence Easterly along the Southerly boundary of Lakeshore Drive a distance of 114.96 feet to a one-half inch iron pin on the Southerly boundary of Lakeshore Drive; thence South 23°37'16" East a distance of 153.34 feet to an iron pin; thence South 70°35' West 128.19 feet to an iron pin; thence South 05°27' East 121.45 feet to the South line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 25; thence West 50 feet along said South line to the point of beginning.

Dollars (\$180,000.00), 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:

\$978.00 on or before December 1, 1980 and \$978.00 on the 1st 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 November 1, 2020

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

September

18

1980

Larry C. Heaton

Pamala A. Heaton

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; 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 One Hundred Eighty Thousand and no/100----- Dollars

(\$180,000.00-----), and interest thereon, evidenced by the following promissory note:

|   |  |
|---|--|
| I promise to pay to the STATE OF OREGON <u>One Hundred Eighty Thousand and no/100-----</u>                                      |  |
| Dollars ( <u>\$180,000.00-----</u> ), with interest from the date of  |  |
| initial disbursement by the State of Oregon, at the rate of <u>5.9-----</u> 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:   |  |
| <u>\$978.00-----</u>  | on or before <u>December 1, 1980-----</u> and <u>\$978.00 on the</u> |
| <u>1st of every month-----</u>  | thereafter, plus <u>one-twelfth of-----</u>                          |
| 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 <u>November 1, 2020-----</u>   |  |
| 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 <u>Klamath Falls, Oregon-----</u>  | <u>Larry C. Heaton</u>   |
| <u>September 18-----</u> , 19 <u>80-----</u>  | <u>Pamala A. Heaton</u>  |

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; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;

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OK/cm

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 18 day of September, 19 80

Larry C. Heaton (Seal)  
Larry C. Heaton (Seal)

Pamala A. Heaton (Seal)  
Pamala A. Heaton

### ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath } ss.

Before me, a Notary Public, personally appeared the within named Larry C. Heaton and Pamala A.

Heaton, his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

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

My Commission expires 8/5/83

### MORTGAGE

L- P45891

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. 1480 Page 17746, on the 13th day of September, 1980. WM. D. MILNE Klamath County Clerk

By Bernetha H. Detoch Deputy.

Filed September 18, 1980 at o'clock 3:24 P.M.  
Klamath Falls, Oregon  
County Klamath

By Bernetha H. Detoch Deputy.

Fec \$10.50

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