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T/A 38-22380-3-J Vol. 1780 Page 20234

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NOTE AND MORTGAGE Vol. 1780 Page 17774

THE MORTGAGOR,

DARRELL DON DEVINE and CECILIA M. DEVINE, 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

A strip of land 132 feet wide, measured North and South off the North side of Tract 26, ALTAMONT SMALL FARMS, in the County of Klamath, State of Oregon, EXCEPT THEREFROM a strip of land 10 feet wide, East and West off the East side of above, deeded to the State for highway purposes.

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 Nine Thousand One Hundred Fifty and no/100 Dollars

(\$ 39,150.00), and interest thereon, and as additional security for an existing obligation upon which there is a balance

owing of Six Thousand Seventy Eight and 31/100 Dollars (\$ 6,078.31),

evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:

Forty Five Thousand Two Hundred Twenty Eight and 31/100 Dollars (\$ 45,228.31), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum,

interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum,

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: \$ 271.00 on or before January 1, 1981 and

\$ 271.00 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 principal, the remainder on the principal.

The due date of the last payment shall be on or before December 1, 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, OR

September 18 1980

DARRELL DON DEVINE

CECELIA M. DEVINE

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 11 1973, and recorded in Book M-73 page 5780 Mortgage Records for Klamath----

Also an unrecorded Promissory Note dated 3/12/80 in the amount of \$ 2,914.00, County, Oregon, which was given to secure the payment of a note in the amount of \$ 650.00, and this mortgage is also given

as security for an additional advance in the amount of \$ 39,150.00, 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;

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

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.

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.

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.

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.

This mortgage is being rerecorded because of an error in the data of the previous mortgage. This is one and the same mortgage as filed for recording, dated September 18, 1980 and recorded September 18, 1980 in Book M-80, page 17774 in the microfilm records of Klamath County, Oregon.

DELETED DEC DEATH

DARRELL DON DEVINE

CECELIA M. DEVINE

STATE OF OREGON

County of Joseph to: Klamath

Before me, a Notary Public, personally appeared the within named **Darrell Don Devine and Cecelia**

M. Devine

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

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

Notary Public for Oregon

My Commission expires _____

MORTGAGE

FROM

TO Department of Veterans' Affairs

L. P46092

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 17774 on the 18th day of September, 1980 WM. D. MILNE Klamath County Clerk

By Dorothea H. Gutsch, Deputy

Filed September 18, 1980 at o'clock 3:44 P.M.

County Klamath

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS

General Services *Bolshevik*
 Bolshevik *Oregon* 1920

Fee \$7.00

042 355

Klamath Falls, OR 97601

Form L-4-A (Rev. 6-72)

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NY 36-57390-2-1

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Transamerica Title Company

this 17th day of October A. D. 1980 at 11:16 o'clock A. M., and

duly recorded in Vol. M-80, of Mortgages on Page 20234

W^m D. MILNE, County Clerk

Fee #10.50

Jaqueline J. Mettler