

93435

NOTE AND MORTGAGE

MTC-9064 Volume 20 Page 23720

DELOS B. PARKS, JR. and JOANNE PARKS, Husband and Wife,

THE MORTGAGEE, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following-
 Klamath
 Klamath County, Oregon

PARCEL 1:
 A parcel of land situate in the E $\frac{1}{2}$ of Section 2, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of Tract (Lot) 1 of MERRILL TRACTS, as shown on the official plat on file in the Klamath County Courthouse; thence Northerly 340 feet, more or less, to a $\frac{1}{2}$ inch iron pipe which is 2,969.61 feet North and 1,335.72 feet West from the Southeast corner of Section 2 of said Township 41 South, Range 10 East of the Willamette Meridian; thence North 89° 09' 45" West, 200.00 feet; thence North 02° 00' 45" East 440.00 feet; thence North 89° 09' 45" West 770 feet, more or less, to a point on the Easterly right of way line of the Great Northern R. R. right of way; thence Southeasterly along said right of way line 820 feet, more or less to a point where said right of way line intersects the westerly extension of the North line of said Lot 1 of MERRILL TRACTS; thence Easterly, leaving said railroad right of way line and along said extension of the North line of said Lot 1 of MERRILL TRACTS, 570 feet, more or less, to the point of beginning.

TOGETHER WITH:

A parcel of land situated in the E $\frac{1}{2}$ of Section 2, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of Tract 13 of MERRILL TRACTS, as shown on the official plat on file in the Klamath County Courthouse; said corner also being located North 1680.00 feet and West 30.00 feet from the Southeast corner of said Section 2; thence West along the North line of said Tracts 13, 14 and 15, a distance of 990.00 feet to the Southeast corner of Tract 9 of said MERRILL TRACTS; thence North, along the East line of said Tract 9 a distance of 330.00 feet to the Northeast corner of said Tract 9; thence West, along the North line of said Tract 9, a distance of 263.11 feet to the intersection of said line and the East right of way line of the D-1-b lateral; thence North 00° 04' 15" East along said East right of way line, a distance of 538.93 feet; thence, continuing along said right of way line, North 39° 20' 45" West, 76.55 feet; thence South, 15.78 feet; thence North 39° 20' 45" West, 13.54 feet; thence South 89° 59' 15" West, 10.43 feet to the intersection of said right of way line and the West line of Tract 1 of said MERRILL TRACTS; thence continuing along said right of way line, South 89° 59' 15" West, 162.30 feet; thence North 00° 00' 45" East, 9.03 feet to a point on the Westerly extension of the North line of said Tract 1; thence East 162.23 feet to the Northwest corner of said Tract 1, also being the Southeast corner of that parcel described in Deed Volume M70, page 4387; thence North 02° 16' 21" East, along the East line of said parcel, a distance of 359.88 feet to a $\frac{1}{2}$ inch iron pipe shown on Record Survey #1251; thence North 02° 00' 45" East, a distance of 440.00 feet to a $\frac{3}{4}$ inch iron pipe; thence South 89° 09' 45" East a distance of 1290.42 feet to a point on the Westerly right of way line of a County Road; thence South, along said Westerly right of way line, a distance of 1710.03 feet to the point of beginning, excluding a 40 foot wide street platted on MERRILL TRACTS.

MTC NO. 9064

DESCRIPTION:
(continued)

PARCEL 2:
 The S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, less that portion of the Easterly right-of-way of Hill Road, included in said S $\frac{1}{2}$ NW $\frac{1}{4}$, Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

- Notwithstanding any agreement made between the parties hereto:
1. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
 2. Not to permit the use of the premises for any objectionable or unlawful purpose;
 3. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
 4. 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;
 5. 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 fixtures, 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, trees, 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 Twenty Seven Thousand Nine Hundred Forty Three and no/100----- Dollars (\$27,943.00---), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of One Hundred Thirteen Thousand Twenty Seven and 72/100----- Dollars (\$113,027.72) evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:
Forty Nine Thousand Three Hundred Sixty Seven and 52/100 Dollars (\$49,367.52---), with interest from the date of initial disbursement by the State of Oregon, at the rate of 4.0----- percent per annum,
Three Thousand Nine Hundred Nine and 62/100----- Dollars (\$3,909.62---), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.4----- percent per annum,
Eighty Seven Thousand Six Hundred Ninety and 58/100----- Dollars (\$87,690.58---), 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: \$8,489.00----- on or before November 1, 1981----- and \$8,489.00 on each November 1st----- thereafter, plus the ad valorem taxes for each successive year on the premises described in this 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 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 407.072 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
December 5, 1980

X Delos B. Parks, Jr.
X Joanne Parks, by Delos B. Parks, Jr.,
attorney-in-fact

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 November 7, 1978----- and recorded in Book M78-----, page 25101, Mortgage Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of \$114,568.68, and this mortgage is also given as security for an additional advance in the amount of \$27,943.00, 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 defend 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 building 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;
 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 collection or unlawful purpose;
 5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
 6. Mortgage 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 continuously 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. This mortgage shall be subject to all compensation and damages received under right of eminent domain or for any security when such right or same is exercised upon the indebtedness.

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

3. No assignment, sale, mortgage, or 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 its 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 mortgagor 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 herein.

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 407.015 to 407.219, 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.

11. 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 5th day of December, 1980

Delos B. Parks, Jr. (Seal)
X Joanne Parks (Seal)
Joanne Parks, by Delos B. Parks, Jr., attorney-in-fact (Seal)

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

Before me, a Notary Public, personally appeared the within named DELLOS B. PARKS, JR. for himself and as attorney-in-fact for JOANNE PARKS 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 L. Rogers
Notary Public for Oregon

My Commission expires 6/28/81

MORTGAGE

STATE OF OREGON

County of Klamath

TO Department of Veterans Affairs

P49411

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No. 880 Per 23720 on the 3th day of December, 1980. WM. D. MILNE Klamath County Clerk

Bernard S. Letack Deputy
December 8, 1980 8:45 A.M.
Klamath Falls, OR 97601
County Klamath
After recording return to
DEPARTMENT OF VETERANS AFFAIRS
General Services Building
Silver, Oregon Falls
Fee \$10.50
Deputy Bernard S. Letack