

95791

NOTE AND MORTGAGE

THE MORTGAGOR, Jack F. Simington and Erlene G. Simington, 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:

SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 34 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon, said parcel being that portion of said property lying Westerly of a line which is parallel to and 50 feet Westerly of the centerline of the Crater Lake Highway which center line is described as follows:

Beginning at Engineers center line station 1715+00, said Station being 91.78 feet South and 1217.21 feet East of the iron pipe at the center of said Section 12; thence North 27° 47' West 846.3 feet to Station 1723+46.3.

PARCEL 2:

Starting at the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 34 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian; thence North 20 chains to the Northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence West 13.0 chains to a point on the center line of the Dalles-California Highway; thence following the center line of said highway in a Southeasterly direction to a point on the center line of Tecumseh Spring; thence following the center line of said Tecumseh Spring in a Southerly direction to the convergence of said stream and Crooked Creek; thence following down the center line of said Crooked Creek in a Southeasterly direction to a point approximately in the center of the SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence East 2.00 chains to a point on the center line of the Dalles-California Highway; thence following the center line of said highway in a Southeasterly direction to a point on the East and West quarter line of said Section 12; thence East 2.4 chains to a point of beginning; and all that portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 34 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, described as: From the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 34 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, measure thence due West on the South line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, 726 feet; thence North at right angles to said South line, 231 feet; thence East parallel to said South line 188 feet to the Southwest corner of the Oregon State Highway Commission property for a point of beginning; from this point of beginning measure West parallel to South line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, 188 feet; thence North at right angles 330 feet; thence East parallel to the South line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, 194 feet to the West line of the Dalles-California Highway right-of-way; thence Southeasterly along said highway right-of-way line, 89 feet; thence Westerly along the North line of said Oregon State Highway Commission property, 162 feet to the Northwest corner of said Oregon State Highway Commission property; thence Southeasterly along the West side of said property; 240 feet to the point of beginning, all in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 34 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian; and from the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 34 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, measure due West of the South line of the said SW $\frac{1}{4}$ NE $\frac{1}{4}$, 726 feet to the point of beginning. From this point run due North for 561 feet; thence run due West to Crooked Creek; thence follow Crooked Creek in a Southwesterly direction to the said South line of the Northeast quarter section; thence run East to the point of beginning; and Beginning at the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 34 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian; thence West 3 chains on the South line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the West side of County Road leading from the Klamath Agency to Fort Klamath to a stake which is the Southeast corner of desired lot; from said stake measure 8 chains West on the South line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North at right angles to said South line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, 3 $\frac{1}{2}$ chains; thence East parallel to said South line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, 7.28 chains to the West side of said County Road; thence in a Southeasterly direction along the West side of said County Road to the point of beginning, and being situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 34 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, 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;

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 Ninety Three Thousand and no/100----- Dollars
(\$ 93,000.00----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Ninety Three Thousand and no/100-----
Dollars (\$ 93,000.00----), 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:
\$ 506.00----- on or before April 15, 1981----- and \$ 506.00 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 balance, the remainder on the
principal.
The due date of the last payment shall be on or before March 15, 2021-----
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 Chiloquin, Oregon
February 11 19 81
Jack F. Simington
Erlene G. Simington

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 im-
provements 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 unconditionally 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;

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 11th day of February, 1981.

Jack F. Simington (Seal)
Jack F. Simington

Erlene G. Simington (Seal)
Erlene G. Simington

ACKNOWLEDGMENT

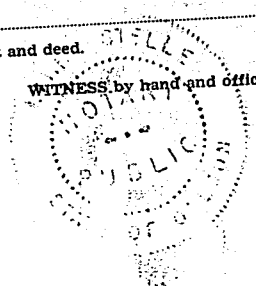
STATE OF OREGON

County of Klamath

Before me, a Notary Public, personally appeared the within named Jack F. Simington and Erlene G. Simington

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.



Linda Stelle
Notary Public for Oregon

My Commission expires 7/13/81

MORTGAGE

L- P47365

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. M81 Page 2282, on the 11th day of February, 1981 EVELYN BIEHN Klamath County Clerk

By Bernetha J. Detrich, Deputy.

Filed February 11, 1981 at o'clock 3:03 P.M.
Klamath Falls, Oregon

County Klamath By Bernetha J. Detrich Deputy.

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

Fee \$10.50