

TA-25429

18864

## NOTE AND MORTGAGE

THE MORTGAGOR

KENNETH RUTLEDGE and JUDY A. RUTLEDGE, husband and wife

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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

That portion of the SE $\frac{1}{4}$  of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying South of USRS Drain referred to in Book 46 at page 4, Deed Records of Klamath County, Oregon, and East of the 40 foot strip lying East of the C Canal right of way mentioned in Book 54 at page 589, Deed Records of Klamath County, Oregon, EXCEPTING THEREFROM a tract of land described as follows:

Beginning at an iron pipe marking the intersection of the West right of way line of the County Road known as Reeder Road and the South right of way line of the USRS #2 drain as constructed. Said iron pipe being 1810 feet North and 30 feet West of the Southeast corner of Section 19, Township 39 South, Range 10 East of the Willamette Meridian; thence along the said South right of way line of the USRS #2 drain North 87° 56' West 1105.26 feet; thence South 835.94 feet; thence North 87° 09' East 1105.91 feet, more or less, to the Westerly right of way of Reeder Road; thence North 741.39 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in the SE $\frac{1}{4}$  of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at an iron pin which marks the corner common to Sections 19, 20, 29 and 30; thence West 2575 feet to the East line of the 40 foot strip lying East of the "C" Canal; thence North 1380 feet along the said East line to the North boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 19; thence East 1100 feet to the West line of the property described in Book M-69 at page 6053, Microfilm Records; thence South 330 feet to the Southwest corner of the property described in Book M-69 at page 9417, Microfilm Records; thence North 87° 09' East 1105.91 feet to the West line of Reeder Road; thence South 1000 feet, more or less to the point of beginning.

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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 heater, fuel storage receptacles, plumbing, ventilating, water and irrigating systems, pumps, electrical service panels, 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 hereon; 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 Eight thousand two hundred forty-seven and no/100 Dollars

(\$ 8,247.00-----), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON: Eight thousand two hundred forty-seven and no/100 Dollars (\$ 8,247.00-----), with interest from the date of initial disbursement by the State of Oregon, at the rate of 10.5 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:

\$ 76.00----- on or before February 1, 1983----- and \$ 76.00 on the 1st of every month----- thereafter, plus ----- 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 January 1, 2013-----

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.  
December 28 19 82

Kenneth Rutledge  
KENNETH RUTLEDGE  
Judy A. Rutledge  
JUDY A. RUTLEDGE

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. To allow the Representatives of the Director of Veterans' Affairs of Oregon to make reasonable inspection of the premises during the life of the loan;
3. 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;
4. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
5. Not to permit the use of the premises for any objectionable or unlawful purpose;
6. Not to permit any tax, assessment, lien, or encumbrance to exist at any time; if mortgagee is required to defend against a lawsuit to foreclose a lien or encumbrance, mortgagee may add any attorney fees or costs incurred to the principal, to bear interest as provided in the note, if mortgagee pays any liens, taxes, assessments or other encumbrances, such payments may also be added to the principal, to bear interest as provided in the note;
7. 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;
8. 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. 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.
10. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee.
11. The borrower must obtain prior written consent from the Director to transfer ownership or possession of property that is security for a loan obtained from the Department of Veterans' Affairs. Where such consent is given, borrower must promptly notify mortgagee in writing of a transfer of ownership of the premises or any interest in same, and furnish a copy of the instrument of transfer. Transferee 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 28th day of December, 1982

Kenneth Rutledge (Seal)  
KENNETH RUTLEDGE  
Judy A. Rutledge (Seal)  
JUDY A. RUTLEDGE (Seal)

## ACKNOWLEDGMENT

STATE OF OREGON.

County of KLAMATHBefore me, a Notary Public, personally appeared the within named KENNETH RUTLEDGE and JUDY A.

RUTLEDGE, 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.

Charles J. Mateson  
Notary Public for Oregon

My Commission expires 10-19-86

## MORTGAGE

FROM STATE OF OREGON, TO Department of Veterans' AffairsCounty of KlamathI certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages.No. 1882 Page 19609 on the 20 day of December, 1982 Evelyn Brien, County ClerkBy Bernetha H. Kitch, Deputy.Filed December 30, 1982 at o'clock 10:31A M.County KlamathBy Bernetha H. Kitch, Deputy.

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

P. = \$8.00