

45350

NOTE AND MORTGAGE

Vol. M85 Page 1415

THE MORTGAGOR, G. ROGER HAMILTON and KAREN S. HAMILTON,

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  
As described on the attached Exhibit "A" and by reference made a part thereof:

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 stoves, 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 Six Thousand Eight Hundred Twenty-Three and 00/100 Dollars (\$ 6,823.00---), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of One Hundred Forty-Seven thousand Two Hundred Twenty-Seven and 33/100 Dollars (\$ 147,227.33) evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON:  
One Hundred Forty-Seven Thousand Two Hundred Twenty-Seven and 33/100 Dollars (\$ 147,227.33) interest from the date of initial disbursement by the State of Oregon, at the rate of 6.7 percent per annum,  
Six Thousand Eight Hundred Twenty-Three and 00/100 Dollars (\$ 6,823.00---), with interest from the date of initial disbursement by the State of Oregon, at the rate of 10.5 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,  
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: \$ 12,093.00 once before January 15, 1986 and \$ 12,093.00 on January 15th of each year thereafter, plus all 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 January 15, 2015  
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  
January 24, 1985  
G. ROGER HAMILTON  
KAREN S. HAMILTON

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 to the State of Oregon, dated May 14, 1980, volume M80, page 8822, recorded in the County of Klamath, Oregon, which was given to secure the payment of a note in the amount of \$ 153,973.00, and this mortgage is also given as security for an additional advance in the amount of \$ 6,823.00, 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 encumbrances, 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 Representative 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 dismantling 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 wastes;
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 as 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 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;

The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising from 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 mortgagor shall have the right to the appointment of a receiver to collect same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to enter the premises, take possession, and 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 407.020 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.

applicable herein, and is deemed to include the feminine and the singular the plural where such connotations are

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 24 day of January 1988

G. Roger Kuntz (Seal)

\_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)

## ACKNOWLEDGMENT

STATE OF OREGON.

County of Klamath

Before me, a Notary Public, personally appeared the within named

1  
 2  
 3  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 41  
 42  
 43  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52  
 53  
 54  
 55  
 56  
 57  
 58  
 59  
 60  
 61  
 62  
 63  
 64  
 65  
 66  
 67  
 68  
 69  
 70  
 71  
 72  
 73  
 74  
 75  
 76  
 77  
 78  
 79  
 80  
 81  
 82  
 83  
 84  
 85  
 86  
 87  
 88  
 89  
 90  
 91  
 92  
 93  
 94  
 95  
 96  
 97  
 98  
 99  
 100  
 101  
 102  
 103  
 104  
 105  
 106  
 107  
 108  
 109  
 110  
 111  
 112  
 113  
 114  
 115  
 116  
 117  
 118  
 119  
 120  
 121  
 122  
 123  
 124  
 125  
 126  
 127  
 128  
 129  
 130  
 131  
 132  
 133  
 134  
 135  
 136  
 137  
 138  
 139  
 140  
 141  
 142  
 143  
 144  
 145  
 146  
 147  
 148  
 149  
 150  
 151  
 152  
 153  
 154  
 155  
 156  
 157  
 158  
 159  
 160  
 161  
 162  
 163  
 164  
 165  
 166  
 167  
 168  
 169  
 170  
 171  
 172  
 173  
 174  
 175  
 176  
 177  
 178  
 179  
 180  
 181  
 182  
 183  
 184  
 185  
 186  
 187  
 188  
 189  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 197  
 198  
 199  
 200  
 201  
 202  
 203  
 204  
 205  
 206  
 207  
 208  
 209  
 210  
 211  
 212  
 213  
 214  
 215  
 216  
 217  
 218  
 219  
 220  
 221  
 222  
 223  
 224  
 225  
 226  
 227  
 228  
 229  
 230  
 231  
 232  
 233  
 234  
 235  
 236  
 237  
 238  
 239  
 240  
 241  
 242  
 243  
 244  
 245  
 246  
 247  
 248  
 249  
 250  
 251  
 252  
 253  
 254  
 255  
 256  
 257  
 258  
 259  
 260  
 261  
 262  
 263  
 264  
 265  
 266  
 267  
 268  
 269  
 270  
 271  
 272  
 273  
 274  
 275  
 276  
 277  
 278  
 279  
 280  
 281  
 282  
 283  
 284  
 285  
 286  
 287  
 288  
 289  
 290  
 291  
 292  
 293  
 294  
 295  
 296  
 297  
 298  
 299  
 300  
 301  
 302  
 303  
 304  
 305  
 306  
 307  
 308  
 309  
 310  
 311  
 312  
 313  
 314  
 315  
 316  
 317  
 318  
 319  
 320  
 321  
 322  
 323  
 324  
 325  
 326  
 327  
 328  
 329  
 330  
 331  
 332  
 333  
 334  
 335  
 336  
 337  
 338  
 339  
 340  
 341  
 342  
 343  
 344  
 345  
 346  
 347  
 348  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357  
 358  
 359  
 360  
 361  
 362  
 363  
 364  
 365  
 366  
 367  
 368  
 369  
 370  
 371  
 372  
 373  
 374  
 375  
 376  
 377  
 378  
 379  
 380  
 381  
 382  
 383  
 384  
 385  
 386  
 387  
 388  
 389  
 390  
 391  
 392  
 393  
 394  
 395  
 396  
 397  
 398  
 399  
 400  
 401  
 402  
 403  
 404  
 405  
 406  
 407  
 408  
 409  
 410  
 411  
 412  
 413  
 414  
 415  
 416  
 417  
 418  
 419  
 420  
 421  
 422  
 423  
 424  
 425  
 426  
 427  
 428  
 429  
 430  
 431  
 432  
 433  
 434  
 435  
 436  
 437  
 438  
 439  
 440  
 441  
 442  
 443  
 444  
 445  
 446  
 447  
 448  
 449  
 450  
 451  
 452  
 453  
 454  
 455  
 456  
 457  
 458  
 459  
 460  
 461  
 462  
 463  
 464  
 465  
 466  
 467  
 468  
 469  
 470  
 471  
 472  
 473  
 474  
 475  
 476  
 477  
 478  
 479  
 480  
 481  
 482  
 483  
 484  
 485  
 486  
 487  
 488  
 489  
 490  
 491  
 492  
 493  
 494  
 495  
 496  
 497  
 498  
 499  
 500  
 501  
 502  
 503  
 504  
 505  
 506  
 507  
 508  
 509  
 510  
 511  
 512  
 513  
 514  
 515  
 516  
 517  
 518  
 519  
 520  
 521  
 522  
 523  
 524  
 525

ged the foregoing instrument to be his voluntary

his wife and acknowledged the foregoing instrument to be her voluntary

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

9456 MAY 25 1993  
 Charles F. Matson ID# 144 583 33  
 Notary Public for Oregon  
 Steven L. Varden

mission expires **10-17-86**  
**6-20-87**

# MORTGAGE

TO Department of Veterans' Affairs

P38640

**Loss Number**

STATE OF OREGON.

County of

I certify that the within was received and duly recorded by me in

County Records, Book of Mortgages

No. \_\_\_\_\_ Page \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

## Count

By 1000-1102 on 02-23-1967 File # 100-1102 Deputy

Filed: 1957 JAN 23 10 10 AM '57 at 6'clock

Country

Deputy:

After recording return to:

DEPARTMENT OF VETERANS' AFFAIRS

1994年12月12日

155 NE Revere  
Bend OR 97701

JRP 

EXHIBIT "A"  
DESCRIPTION

## PARCEL 1

The SW $\frac{1}{2}$ NW $\frac{1}{2}$  of Section 28, EXCEPTING THEREFROM the Northerly 495 feet thereof; the SE $\frac{1}{2}$ NE $\frac{1}{2}$  of Section 29, EXCEPTING THEREFROM THE Northerly 495 feet thereof; THE NW $\frac{1}{2}$ SW $\frac{1}{2}$  of Section 28; the NE $\frac{1}{2}$ SW $\frac{1}{2}$  and N $\frac{1}{2}$ SE $\frac{1}{2}$  of Section 29, all in Township 39 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 2

The SE $\frac{1}{2}$ SE $\frac{1}{2}$  of Section 19, the NE $\frac{1}{2}$ NE $\frac{1}{2}$  and the SE $\frac{1}{2}$ NE $\frac{1}{2}$  of Section 30 and the W $\frac{1}{2}$ NW $\frac{1}{2}$  of Section 29, all in Township 39 South Range 13 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 3

The Westerly 90 feet of the E $\frac{1}{2}$ NW $\frac{1}{2}$  of Section 29, Township 39 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH a piece or parcel of land situate in the NE $\frac{1}{2}$ NW $\frac{1}{2}$  of Section 29, Township 39 South, Range 13 East of the Willamette Meridian, (being 40 feet along its East-West dimension and 40.0 feet along its North-South dimension) at the exact center of which is located the irrigation well identified as "Well No. 2" in Application No. C-4819 to appropriate the Ground waters of the State of Oregon and from which center of well the Northwest corner of said Section 29 bears North 67°47 $\frac{1}{2}$ ' West 2740.2 feet, more or less, distance, together with the right of ingress and egress thereto for both physical access and an electrical power supply (Well Site)

STATE OF OREGON,  
County of Klamath )  
Filed for record at request of

on this 25th day of January A.D. 19 85  
at 9:17 o'clock A M, and duly  
recorded in Vol. M85 of Mortgages  
Page 1415  
**EVELYN BIEHN**, County Clerk  
By Ann Smith Deputy  
Fee 13.00