

K-37866

NOTE AND MORTGAGE

DELIVERY OF DELIVERING VEHICLE
THE MORTGAGOR.

WILLIAM R. SEGESSER AND HELEN B. SEGESSER

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:
East of the Willamette Me

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 40 South, Range 7 East of the Willamette Meridian in Klamath County, Oregon, lying South of the Ashland-Klamath Falls Highway, and excepting a strip of land approximately 165.2 feet wide East and West, off the East side of said property as described in Deed from R.A. Broyles to A.A. Whitlatch, recorded in Book 77 page 487, Deed records of Klamath County.

COMMITTEE OF KIEV

STATE OF OREGON

J. BON

WOBLEYEE

together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnaces and heating system, water heater, fuel storage receptacles, plumbing, ventilating, water and irrigating systems, pumps, electric wiring and fixtures; panels, screens, doors; window shades and blinds, shutters, cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, electric and gas ranges, built-in refrigerators, freezers, dishwashers, and all fixtures now or hereafter installed in or on the premises, 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;

are hereby declared to be appurtenant to the _____
to secure the payment of Twenty-three thousand seven hundred eighty dollars & no/100---- Dollars

to secure the payment of Twenty (\$ 23,780.00) and interest thereon, and as additional security for an existing obligation upon which there is a balance of Fifteen thousand three hundred fifteen dollars & 44/100 ----- Dollars (\$ 15,315.44),

owing to the fact that the above-mentioned promissory note is not evidenced by the following promissory note: T

I promise to pay to the STATE OF OREGON:
Fifteen thousand three hundred fifteen dollars & 44/100— Dollars (\$ 15,315.44), with
6.2 percent per annum,

Fifteen thousand three hundred and no/100	6.2	percent per annum.
interest from the date of initial disbursement by the State of Oregon, at the rate of		
Twenty-three thousand seven hundred eighty dollars & no/100	23,780.00	Dollars (\$), with
10.5		percent per annum.

Twenty-three thousand seven hundred and no/100ths Dollars (\$23,700.00) 10.5 percent per annum.

IV. Interest from the date of initial disbursement by the State of Oregon, at the rate of _____ Dollars (\$ _____), with _____

interest from the date of initial disbursement by the State of Oregon, at the rate of 12 1/2 percent per annum,
Dollars (\$ _____), with

interest from the date of initial disbursement by the State of Oregon, at the rate of _____ percent per annum,
established pursuant to ORS 407.072.

interest from the date of initial disbursement by the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as
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
3 4 1 1085 and

principal and interest to be paid in installments as follows: \$ 350.00 on or before August 1, 1985 thereafter, plus one-twelfth of \$ 350.00 on the first of each month thereafter until the full amount of the principal.

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 May 1, 2005

This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at Klamath Falls, OR

July 9, 1985

William R. Segess

Helen B. Segesser

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 March 29, 1977.

This mortgage was given by _____
and recorded in Book M-77 and page 5224 of the Mortgage Records for the County of Klamath,
Oregon, and the balance of said mortgage is \$600.00.

and recorded in Book 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 30A, 31A, 32A, 33A, 34A, 35A, 36A, 37A, 38A, 39A, 40A, 41A, 42A, 43A, 44A, 45A, 46A, 47A, 48A, 49A, 50A, 51A, 52A, 53A, 54A, 55A, 56A, 57A, 58A, 59A, 60A, 61A, 62A, 63A, 64A, 65A, 66A, 67A, 68A, 69A, 70A, 71A, 72A, 73A, 74A, 75A, 76A, 77A, 78A, 79A, 80A, 81A, 82A, 83A, 84A, 85A, 86A, 87A, 88A, 89A, 90A, 91A, 92A, 93A, 94A, 95A, 96A, 97A, 98A, 99A, 100A, 101A, 102A, 103A, 104A, 105A, 106A, 107A, 108A, 109A, 110A, 111A, 112A, 113A, 114A, 115A, 116A, 117A, 118A, 119A, 120A, 121A, 122A, 123A, 124A, 125A, 126A, 127A, 128A, 129A, 130A, 131A, 132A, 133A, 134A, 135A, 136A, 137A, 138A, 139A, 140A, 141A, 142A, 143A, 144A, 145A, 146A, 147A, 148A, 149A, 150A, 151A, 152A, 153A, 154A, 155A, 156A, 157A, 158A, 159A, 160A, 161A, 162A, 163A, 164A, 165A, 166A, 167A, 168A, 169A, 170A, 171A, 172A, 173A, 174A, 175A, 176A, 177A, 178A, 179A, 180A, 181A, 182A, 183A, 184A, 185A, 186A, 187A, 188A, 189A, 190A, 191A, 192A, 193A, 194A, 195A, 196A, 197A, 198A, 199A, 200A, 201A, 202A, 203A, 204A, 205A, 206A, 207A, 208A, 209A, 210A, 211A, 212A, 213A, 214A, 215A, 216A, 217A, 218A, 219A, 220A, 221A, 222A, 223A, 224A, 225A, 226A, 227A, 228A, 229A, 230A, 231A, 232A, 233A, 234A, 235A, 236A, 237A, 238A, 239A, 240A, 241A, 242A, 243A, 244A, 245A, 246A, 247A, 248A, 249A, 250A, 251A, 252A, 253A, 254A, 255A, 256A, 257A, 258A, 259A, 260A, 261A, 262A, 263A, 264A, 265A, 266A, 267A, 268A, 269A, 270A, 271A, 272A, 273A, 274A, 275A, 276A, 277A, 278A, 279A, 280A, 281A, 282A, 283A, 284A, 285A, 286A, 287A, 288A, 289A, 290A, 291A, 292A, 293A, 294A, 295A, 296A, 297A, 298A, 299A, 300A, 301A, 302A, 303A, 304A, 305A, 306A, 307A, 308A, 309A, 310A, 311A, 312A, 313A, 314A, 315A, 316A, 317A, 318A, 319A, 320A, 321A, 322A, 323A, 324A, 325A, 326A, 327A, 328A, 329A, 330A, 331A, 332A, 333A, 334A, 335A, 336A, 337A, 338A, 339A, 340A, 341A, 342A, 343A, 344A, 345A, 346A, 347A, 348A, 349A, 350A, 351A, 352A, 353A, 354A, 355A, 356A, 357A, 358A, 359A, 360A, 361A, 362A, 363A, 364A, 365A, 366A, 367A, 368A, 369A, 370A, 371A, 372A, 373A, 374A, 375A, 376A, 377A, 378A, 379A, 380A, 381A, 382A, 383A, 384A, 385A, 386A, 387A, 388A, 389A, 390A, 391A, 392A, 393A, 394A, 395A, 396A, 397A, 398A, 399A, 400A, 401A, 402A, 403A, 404A, 405A, 406A, 407A, 408A, 409A, 410A, 411A, 412A, 413A, 414A, 415A, 416A, 417A, 418A, 419A, 420A, 421A, 422A, 423A, 424A, 425A, 426A, 427A, 428A, 429A, 430A, 431A, 432A, 433A, 434A, 435A, 436A, 437A, 438A, 439A, 440A, 441A, 442A, 443A, 444A, 445A, 446A, 447A, 448A, 449A, 450A, 451A, 452A, 453A, 454A, 455A, 456A, 457A, 458A, 459A, 460A, 461A, 462A, 463A, 464A, 465A, 466A, 467A, 468A, 469A, 470A, 471A, 472A, 473A, 474A, 475A, 476A, 477A, 478A, 479A, 480A, 481A, 482A, 483A, 484A, 485A, 486A, 487A, 488A, 489A, 490A, 491A, 492A, 493A, 494A, 495A, 496A, 497A, 498A, 499A, 500A, 501A, 502A, 503A, 504A, 505A, 506A, 507A, 508A, 509A, 510A, 511A, 512A, 513A, 514A, 515A, 516A, 517A, 518A, 519A, 520A, 521A, 522A, 523A, 524A, 525A, 526A, 527A, 528A, 529A, 530A, 531A, 532A, 533A, 534A, 535A, 536A, 537A, 538A, 539A, 540A, 541A, 542A, 543A, 544A, 545A, 546A, 547A, 548A, 549A, 550A, 551A, 552A, 553A, 554A, 555A, 556A, 557A, 558A, 559A, 560A, 561A, 562A, 563A, 564A, 565A, 566A, 567A, 568A, 569A, 570A, 571A, 572A, 573A, 574A, 575A, 576A, 577A, 578A, 579A, 580A, 581A, 582A, 583A, 584A, 585A, 586A, 587A, 588A, 589A, 590A, 591A, 592A, 593A, 594A, 595A, 596A, 597A, 598A, 599A, 600A, 601A, 602A, 603A, 604A, 605A, 606A, 607A, 608A, 609A, 610A, 611A, 612A, 613A, 614A, 615A, 616A, 617A, 618A, 619A, 620A, 621A, 622A, 623A, 624A, 625A, 626A, 627A, 628A, 629A, 630A, 631A, 632A, 633A, 634A, 635A, 636A, 637A, 638A, 639A, 640A, 641A, 642A, 643A, 644A, 645A, 646A, 647A, 648A, 649A, 650A, 651A, 652A, 653A, 654A, 655A, 656A, 657A, 658A, 659A, 660A, 661A, 662A, 663A, 664A, 665A, 666A, 667A, 668A, 669A, 670A, 671A, 672A, 673A, 674A, 675A, 676A, 677A, 678A, 679A, 680A, 681A, 682A, 683A, 684A, 685A, 686A, 687A, 688A, 689A, 690A, 691A, 692A, 693A, 694A, 695A, 696A, 697A, 698A, 699A, 700

THE COMPANY'S AND INDIVIDUALS' LIABILITY FOR AN ADDITIONAL ADVANCE IN THE AMOUNT OF \$ 23,780.00 TOGETHER WITH THE BALANCE OF INDEBTEDNESS COVERED

[illegible]

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 all claims and demands of all persons whomsoever, and that he will pay the taxes on the premises.

from encumbrance, that he will warrant the same to the said heirs, assigns and assigns forever, and the said heirs, assigns and assigns shall not be extinguished by foreclosure, but shall run with the land.

WITNESSETH THAT THE FOREGOING COVENANTS AND AGREES SAID COVENANTS SHALL NOT CONSTITUTE A VIOLATION OF ANY LAWS OR ORDINANCES OF THE CITY OF LOS ANGELES.

MORTGAGOR FURTHER COVENANTS AND AGREES: SAID COVENANTS SHALL NOT CONSTITUTE A VIOLATION OF ANY LAWS OR ORDINANCES OF THE CITY OF LOS ANGELES.

11. To pay all debts and moneys secured hereby;

12. 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;

13. To permit the removal or demolition of any buildings or improvements now or hereafter made between the premises and the street made between

[illegible]

hereafter existing; to keep same in the mortgage
the parties hereto, and the mortgage
Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste,
B. Not to permit the use of the premises for any objectionable or unlawful purpose;
C. Not to permit the use of the premises for any objectionable or unlawful purpose;
D. Not to permit the use of the premises for any objectionable or unlawful purpose;
E. Not to permit the use of the premises for any objectionable or unlawful purpose;
F. Not to permit the use of the premises for any objectionable or unlawful purpose;
G. Not to permit the use of the premises for any objectionable or unlawful purpose;
H. Not to permit the use of the premises for any objectionable or unlawful purpose;
I. Not to permit the use of the premises for any objectionable or unlawful purpose;
J. Not to permit the use of the premises for any objectionable or unlawful purpose;
K. Not to permit the use of the premises for any objectionable or unlawful purpose;
L. Not to permit the use of the premises for any objectionable or unlawful purpose;
M. Not to permit the use of the premises for any objectionable or unlawful purpose;
N. Not to permit the use of the premises for any objectionable or unlawful purpose;
O. Not to permit the use of the premises for any objectionable or unlawful purpose;
P. Not to permit the use of the premises for any objectionable or unlawful purpose;
Q. Not to permit the use of the premises for any objectionable or unlawful purpose;
R. Not to permit the use of the premises for any objectionable or unlawful purpose;
S. Not to permit the use of the premises for any objectionable or unlawful purpose;
T. Not to permit the use of the premises for any objectionable or unlawful purpose;
U. Not to permit the use of the premises for any objectionable or unlawful purpose;
V. Not to permit the use of the premises for any objectionable or unlawful purpose;
W. Not to permit the use of the premises for any objectionable or unlawful purpose;
X. Not to permit the use of the premises for any objectionable or unlawful purpose;
Y. Not to permit the use of the premises for any objectionable or unlawful purpose;
Z. Not to permit the use of the premises for any objectionable or unlawful purpose;

6. 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 mortgage is required to defend against a lawsuit to foreclose.

6. Not to permit any attorney fees or costs (including reasonable attorney fees and costs) to be added to the principal, to bear interest as provided in the note, if the borrower pays an attorney's fees, mortgagee may add any attorney fees or costs (including reasonable attorney fees and costs) to the principal, to bear interest as provided in the note.

6. Not to permit any taxes, assessments or other encumbrances to be added to the principal, to bear interest as provided in the note, if the borrower pays an attorney's fees, mortgagee may add any taxes, assessments or other encumbrances to the principal, to bear interest as provided in the note.

6. Not to permit any taxes, assessments or other encumbrances to be added to the principal, to bear interest as provided in the note, if the borrower pays an attorney's fees, mortgagee may add any taxes, assessments or other encumbrances to the principal, to bear interest as provided in the note.

97. Mortgage is a lien on the property of the mortgagor, and the mortgagee has the right to foreclose on the property in full payment of the debt.

10 as provided in the notes, and which shall be maintained in full force and effect during the term of the mortgage, against loss by fire and theft, and against such other risks as the mortgagee may require, and the mortgagor shall procure and maintain such policies with receipts showing payment in full of all premiums, and the mortgagee shall be entitled to inspect the same, and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee the proceeds of 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 date of redemption expires;

all premiums; all such sums shall be paid to the policy owner or his estate, if he should die during the period of redemption expires; or

ISSUING COMPANY _____

sh _____

NOT CERTIFIED _____

1028

sh
496-M (11-51)

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.

breach of the covenants.

107611 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.

or may hereafter be issued by the Director of Veterans Affairs, and the singular the plural where such connotations are applicable herein.

THE UNIVERSITY OF CHICAGO LIBRARY

~~The undersigned is a duly qualified member of the bar of the State of New York.~~

1977 82

1985

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 9th day of July

320.00 ON AND FIRST OF EACH MONTH

320.00

ACKNOWLEDGMENT

STATE OF OREGON

County of Klamath

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

Helen B. Segesser

his wife and acknowledged the foregoing instrument to be

voluntary

Notary Public for Oregon

My Commission expires 8/27/87

M64516

.....
Loan Number

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. M85 Page 10563 on the 9th day of July, 1985. _____ Klamath _____ County Clerk
 By Berntha A. Zisch _____ Deputy.
 Filed _____ July 9, 1985 _____ at o'clock 3:14 PM of _____ July 9, 1985 _____ County Clerk

County Klamath

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS

Fee \$9.00
155 NE Revere
Bend, OR 97701

Fee \$9.00

SP-50629-274

50629-274
10203