Vol. M85 Page

NOTE AND MORTGAGE

THE MORTGAGOR, GERALD H. GORSEGNER & JUDITH ANN GORSEGNER, Husband and Wife,

Vol. M85 Page 20930

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

Lot 26, Block 1, HOMELAND TRACTS, in the County of Klamath, State of Oregon.

This document is being re-recorded to correct figures.

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 ~~Thirty-One Thousand Ninety-Three and no/100~~ Thirty One Thousand Six Hundred Sixty and no/100---------- Dollars (\$ ~~31,093.00~~ 31,660.00), and interest thereon, and as additional security for an existing obligation upon which there is a balance owing of Nineteen Thousand One Hundred Thirty-One and no/100------- Dollars (\$19,131.00), evidenced by the following promissory note:

> I promise to pay to the STATE OF OREGON:
>
> Nineteen Thousand One Hundred Thirty-One and no/100---- Dollars (\$ 19,131.00), with interest from the date of initial disbursement by the State of Oregon, at the rate of ----------6.2---------- percent per annum,
>
> GHG JAG ~~Thirty-One Thousand Ninety-Three and no/100~~ Thirty One Thousand Six Hundred Sixty and no/100---- Dollars (\$ ~~31,093.00~~ 31,660.00), with interest from the date of initial disbursement by the State of Oregon, at the rate of ----10.5------ percent per annum, GHG JAG
>
> ---------------------------- Dollars (\$----------), with interest from the date of initial disbursement by the State of Oregon, at the rate of ---------- percent per annum,
>
> ---------------------------- Dollars (\$----------), with interest from the date of initial disbursement by the State of Oregon, at the rate of ---------- 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: \$ ~~507.00~~ 514.00 on or before May 1, 1985
>
> GHG JAG \$ ~~507.00~~ 514.00 on the 1st of each 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 principal, the remainder on the principal.
>
> The due date of the last payment shall be on or before February 1, 2000
>
> 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 — Gerald H. Gorsegner
>
> April 26, 1985 — Judith Ann Gorsegner

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 February 14, 1975 and recorded in Book M 75, page 1884, Mortgage Records for Klamath County, Oregon, which was given to secure the payment of a note in the amount of \$ 23,650.00

and this mortgage is also given as security for an additional advance in the amount of \$ GHG JAG ~~31,093.00~~ 31,660.00, 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 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;

'85 JUL 11 PM 3 24

'85 APR 26 AM 10 42

'85 DEC 27 AM 10 50

486-M (11-81) PC/1b

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 26TH day of April 1985

Gerald H. Goisegner (Seal)

Judith Ann Goisegner (Seal)

(Seal)

ACKNOWLEDGMENT

STATE OF OREGON,
County of Klamath

Before me, a Notary Public, personally appeared the within named Gerald H Goisegner

& Judith Ann Goisegner, 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.

Susan C. Ceel
Notary Public for Oregon

My Commission expires 6-21-88

MORTGAGE

FROM .... TO Department of Veterans' Affairs

M20404
Loan Number

STATE OF OREGON,
County of Klamath } ss.

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages,

No. M85 Page 6045, on the 26th day of April, 1985 Evelyn Biehn County Clerk

By Pam Smith, Deputy.

Filed April 26, 1985 at o'clock 10:42 A.M.

County Clerk, Evelyn Biehn By Pam Smith Deputy

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
155 NE REVERE AVENUE
BEND, OREGON 97701

Fee: $9.00

10382

20932

10787

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 11 day of July A.D. 19 85 at 3:29 o'clock P M., and duly recorded in Vol. M85, of Mortgages on Page 10785

EVELYN BIEHN, County Clerk

Fee 13.00 By Bernetha G Letsch

INDEXED

This Note and Mortgage is being re-recorded to effect correction of the payment date in the Note portion. This Note and Mortgage is one and the same as that Note and Mortgage re-recorded on July 11, 1985 in Vol M85 Page 10785 and originally recorded on April 26, 1985 in Vol M85 Page 6045 in Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of ________ the 27th day of December A.D., 19 85 at 10:50 o'clock A M., and duly recorded in Vol. M85, of Mortgages on Page 20930.

FEE $13.00

Evelyn Biehn County Clerk

By Bernetha G Letsch