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THIS MORTGAGE, Made this 25th day of August, 1970, by CHARLES W. SHOWS and PEGGY M. SHOWS whose address is Box 266, Chatsworth, California 91311, to CLIFFORD J. EMMICH and WINIFRED L. EMMICH, husband and wife, of 1931 El Arbolita Drive, Glendale, California 91208, Mortgagee, WITNESSETH, That said mortgagor, in consideration of One Thousand Four Hundred Fifteen & no/100 ———— Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

West 1/2 of Southwest 1/4 of Section Six (6), Township 35 South, Range 12 East, W. M. (80 acres)

Subject to an easement in the public for any public road or roads now existing or established over or across said property, and subject to any and all reservations heretofore made by our predecessors in interest.

Subject also to the lien of that certain prior (first) mortgage executed under date of July 17, 1964 by Charles W. Shows, et ux, to Curtis W. Ivey, recorded August 18, 1964, as Instrument No. 91216 in Volume 225, page 209, Record of Mortgages of said County.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of that promissory note, of which the following is a substantial copy:

\$1415.00 Glendale, California, August 25th, 1970
One Year after date, each of the undersigned promises to pay to the order of Clifford J. Emmich & Winifred L. Emmich 1931 El Arbolita Dr. Glendale, Calif. at Glendale, Calif., Fourteen Hundred Fifteen and no/ 100 *** DOLLARS, with interest thereon at the rate of 6 percent per annum from this date until paid. Interest to be paid at maturity. All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided. This note secured by Equity in 80 acres described to wit: E.35 S., R.12 E. WM. Sec.6, W 1/2 of Sw 1/4
Charles W. Shows
Peggy M. Shows

FORM No. 216—NOTE (Oregon UCC) 558E

STEVENS-NESS LAW PUB CO PORTLAND

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto, excepting only for the lien of the prior first mortgage above specified, and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

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Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums any paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decrees of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

In further consideration of the sum aforesaid and in the event the whole of the principal sum of said promissory note and interest as therein provided shall not be paid when due, the amount then remaining unpaid shall bear interest at the rate of TEN percent (10%) per annum (in lieu of 6% per annum after the due date) from the due date, August 25, 1971, until paid, which said interest the undersigned, jointly and severally, hereby promise and agree to pay to the then lawful owner and holder of said note, or order.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

Charles W. Shows
(Charles W. Shows)

Peggy M. Shows
(Peggy M. Shows)

MORTGAGE

(FORM No. 105A)

CHARLES W. SHOWS and
PEGGY M. SHOWS

TO

CLIFFORD J. ENMICH and
WINNIFRED L. ENMICH

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 19th day of OCTOBER 1970, at 2:52 o'clock P.M., and recorded in book M.70 on page 9309, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title

By *Robert D. Craig* Deputy

FEE \$3.00

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

When recorded return to:

Clifford J. Enmich
1931 El Arbolita Drive
Glendale, California 91208

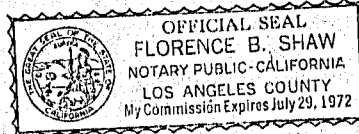
CALIFORNIA
STATE OF OREGON

County of Los Angeles

BE IT REMEMBERED, That on this day of September, 1970, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Charles W. Shows and Peggy M. Shows

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Box 244, Chatsworth, Calif. 91311

Florence B. Shaw
Notary Public for California
My Commission expires July 29, 1972

OCT 19 2 53 PM 1970

and unto
of real estate,