

THIS MORTGAGE, Made this 30th day of October, 1970, between YAINIX RANCH CORPORATION, a Corporation, duly organized and existing under the laws of the State of Oregon, Mortgagor, and George M. Bernard and Mary Bernard Melvin, hereinafter called the Mortgagee, and Melvin F. Rodrigues and Marilyn A. Rodrigues, hereinafter called the Mortgagee, WITNESSETH, That said mortgagor, in consideration of Seventy-Six Thousand Ninety-One and 60/100 Dollars, to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators, successors and/or assigns, ~~that certain~~ real property situated in _____ County, State of Oregon, bounded and described as follows:

Melvin F. Rodrigues and Marilyn A. Rodrigues, husband and wife, hold title herein to an undivided one-half interest as joint tenants with the right of survivorship. George M. Bernard and Mary Bernard, husband and wife, hold an undivided one-half interest as joint tenants with the right of survivorship.

that certain real property situated in Klamath County, State of Oregon, bounded and described as follows:
TOWNSHIP 36 SOUTH, RANGE 11 E., W.M.: Section 20, E $\frac{1}{2}$; Section 21, W $\frac{1}{2}$; Section 21, E $\frac{1}{2}$; Section 31, Government Lots 5 and 6, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$; TOWNSHIP 37 SOUTH, RANGE 11 E., W.M.: Section 5, W $\frac{1}{2}$ SW $\frac{1}{4}$; Section 6, Government Lot 2, S $\frac{1}{2}$ of Government Lot 1, S $\frac{1}{2}$ of NE $\frac{1}{4}$; Section 6, SE $\frac{1}{4}$; Section 7, NE $\frac{1}{4}$; Section 8, W $\frac{1}{2}$ NW $\frac{1}{4}$

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, successors and/or assigns forever.

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

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators, successors and/or assigns, that it is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that it will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid it 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 it 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 it will keep the buildings and improvements on the 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 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 it 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.

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 upon a failure to perform any covenant herein, or if 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 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 claim 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 such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and/or 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In construing this mortgage, it is understood that the 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.

Notwithstanding anything herein contained to the contrary, the security herein is mortgagor vendee's interest in contract of sale and this mortgage is second in junior to the said vendor's lien. That a default by mortgagor on the contract of sale will be deemed a default of this mortgage.

IN WITNESS WHEREOF, YAINEX RANCH CORPORATION pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 30th day of October, 1970.

YAINEX RANCH CORPORATION

By Jude R. Hayes Vice President
By L. F. LaRose Asst. Secretary

MORTGAGE

Corporation
(FORM No. 75A)

TO

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1970 at o'clock M., and recorded in book on page of Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By

County Clerk-Recorder.

Re-recorded - Recording data omitted
STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

GAMONG GAMONG & GORDON

on this 10th day of November A. D., 1970
at 3:30 o'clock P. M. and duly
recorded in Vol. M. 70 of Mortgages

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WM. D. MILNE, County Clerk

By W. D. Milne Deputy

Fee NONE

(ORS 93.490)

STATE OF OREGON, County of Klamath ss. October 30, 1970.

Personally appeared Jude Hayes and Louis L. LaRose

who, being sworn, each for himself and not one for the other, stated that the former is the Vice President

and that the latter is the Asst. Secretary of grantor corporation and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its board of directors.

Before me: William J. Lawrence
Notary Public for Oregon.
My commission expires Oct 8, 1974

(OFFICIAL SEAL)

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FORM No. 815—Oregon

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TRANSFER OF DISCHARGE

SERVICE DATA