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VOL. 71 PAGE 3318

THIS MORTGAGE, Made this 12th day of April, 1971,
by Darrell A. Micka and Phyllis M. Micka, husband and wife, and
GEORGE MICKA and BEVERLY MICKA, husband and wife, and
to WIL-SONS FARMS, a co-partnership, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TEN THOUSAND 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: PARCEL I: Beginning at the SW corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 40 South, Range 12 East of the Willamette Meridian; thence East 280 feet; thence 20 deg. North of East a distance of 330 feet to the West side of Poe Valley Market Road; thence Northerly along the West side of said Poe Valley Market Road to the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 31, Twp. 40 S., Range 12 East W.M.; thence Southerly along the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ in said Section, Township and Range to the point of beginning. PARCEL II: The SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and those portions of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying Southwesterly of the County Road, All in Section 31, Township 40 South, Range 12 East of the Willamette Meridian;

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 one promissory note, of which the following is a substantial copy:

\$ 10,000.00 Malin, Oregon April 12, 1971
(or if more than one maker) we, jointly and severally, promise to pay to the order of
WIL-SONS FARMS, a co-partnership, at Malin, Oregon
TEN THOUSAND DOLLARS,
with interest thereon at the rate of 6 percent per annum from April 12, 1971 until paid, payable in annual installments of not less than \$ 2000.00 in any one payment; interest shall be paid 19 71, and a like payment on the 12th day of each April thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an 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.
* Strike words not applicable. /s/ Beverly Micka /s/ Darrell A. Micka
/s/ Phyllis M. Micka
/s/ George Micka

FORM No. 217—INSTALLMENT NOTE

Stevens-Ness Law Publishing Co., Portland, Ore.

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 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 now or may hereafter be erected on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings and improvements on the premises 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 the mortgagee 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, 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 liens searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

