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THIS MORTGAGE, Made this 12<sup>TH</sup> day of MAY, 1971,  
by DALE HIMELWRIGHT and LOIS M. HIMELWRIGHT, husband and wife.  
as Mortgagor,  
to KUNZE-CASE, INC., an Oregon corporation,  
as Mortgagee,

For \$22,000, dated: WITNESSETH, That said mortgagor, in consideration of see attached Promissory Note  
Dollars, to him paid by said mortgagee, does hereby  
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-  
tain real property situated in Klamath County, State of Oregon, bounded and described as  
follows, to-wit:

(34) A part of the S 1/2 SW 1/4 SW 1/4 SW 1/4 of Section 3,  
Township 39 South, Range 9, East of the Willamette Meri-  
dian, described as follows:

Beginning on the north line of said fractional subdivision  
60 feet west from the northeast corner thereof and go thence  
west on the north line thereof 550 feet to the east right of  
way line of Washburn Way; thence south on said right of way  
line 300 feet to the north right of way line of Pilyard Avenue; thence  
east on said right of way line 550 feet to the point due  
south from the point of beginning; thence north 300 feet to  
the point of beginning.

EXCEPTING therefrom that portion conveyed to the Oregon State  
Highway Commission by instrument recorded January 17, 1966 in  
Volume 66 at page 489.

This Mortgage is Second to that certain First Mortgage wherein Dale Himelwright  
and Lois M. Himelwright are Mortgagors and United States National Bank of Oregon  
is Mortgagee, dated 5-6, 1971, and recorded in Mortgage Vol. m-7  
at Page 4313 on the 12 day of MAY, 1971.

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

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 pay-  
able 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 mort-  
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-  
gagee 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 premises  
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 satis-  
factory 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.

\* Pl. F. K. (Sea)  
\* Thudra Rose Tree

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The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:  
(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),  
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

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

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

MORTGAGE (FORM No. 102A)	TO	ss.
	STATE OF OREGON, County of Klamath	I certify that the within instrument was received for record on the 12th day of MAY, 1971, at 4:34 o'clock P.M., and recorded in book M. 71, on page 310, Record of Mortgages of said County.
	Witness my hand and seal of County affixed.	By <u>W. D. Milne</u> COUNTY CLERK FEE \$3.00 RETURN TO KUNZE-CASE INC. 2977 WASHBURN WAY KLAMATH FALLS, ORE.

STATE OF OREGON,  
County of Klamath

BE IT REMEMBERED, That on this 12th day of MAY, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named DALE HINELWRIGHT & LOIS HINELWRIGHT

known to me to be the identical individual 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.

Notary Public for Oregon  
My Commission expires 4-14-76

KNOW ALL MEN BY THESE PRESENTS, That THEODORE D. CASE, owner and holder of the Mortgage and the obligation hereinafter described, do hereby certify and declare certain mortgage, bearing date the 16 day of September, 1965, made and executed by Kunze Case Pump and Irrigation, Inc., an Oregon corporation, the mortgagor therein, to Theodore D. Case, a single man, the mortgagee therein and recorded in the office of the Clerk of the Klamath County, State of Oregon, in book M-65 of Mortgages on page 22 on the 22 day of October, 1965.

together with the debt thereby secured, is fully paid, satisfied and discharged.

Witness his hand this 3d day of May, 1971.  
Theodore D. Case

STATE OF OREGON,  
County of Klamath } ss. On this 4th day of May, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Theodore D. Case

known to me to be the identical individual described in and who executed the instrument, and acknowledged to me that he executed the same freely and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.  
Gloria M. Fa  
Notary Public for Oregon  
My Commission expires 2-5

No.	Satisfaction of MORTGAGE	STATE OF OREGON, County of Klamath
	TO	I certify that the within instrument was received for record on the 12th day of MAY, 1971, at 4:34 o'clock P.M., and recorded in book M. 71, on page 310, Record of Mortgages of said County.
	AFTER RECORDING RETURN TO KUNZE-CASE INC. 2977 WASHBURN WAY KLAMATH FALLS, ORE.	Witness my hand County affixed. W. D. MILNE COUNTY CLERK By <u>W. D. Milne</u>