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M71 PAGE 7446

SN

THIS MORTGAGE, Made this 15<sup>th</sup> day of July, 1971,  
by LOCKETT C. BALLARD and JAMES H. BALLARD, JR.,  
to JOHN T. WACHTER,  
Mortgagor,  
Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FOURTEEN THOUSAND AND 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 cer-  
tain real property situated in Klamath County, State of Oregon, bounded and described as  
follows, to-wit:

③ Lot 2, Section 8, Township 35 S., R. 7 E.W.M.,  
AND Lot 31, Section 5, Township 35 S., R. 7 E.W.M.  
SUBJECT TO: (1) Rights of the public in and to any  
portion of said premises lying within the limits of  
roads and highways. (2) Perpetual Easement and right  
of way, including the terms and provisions thereof,  
as set forth in instrument recorded November 6, 1968,  
in M-68, Page 9918, given to James H. Ballard, Jr.  
and Lockett C. Ballard for road purposes. (3) Right  
of Way, including the terms and provisions thereof,  
as set forth in instrument recorded January 21, 1969,  
in M-69, Page 526, given to Pacific Power & Light  
Company for electric transmission line.

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:

\$14,000.00. Klamath Falls, Oregon, July 15, 1971.  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of JOHN T. WACHTER  
at Klamath Falls, Oregon,  
FOURTEEN THOUSAND AND NO/100 DOLLARS,  
with interest thereon at the rate of 7 1/2 percent per annum from July 1, 1971, until paid, payable in  
quarterly installments of not less than \$400.00 in any one payment; interest shall be paid quarterly  
and is included in the minimum payments above required; the first payment to be made on the 1st day of October  
1971, and a like payment on the 1st day of ~~January~~ 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. The undersigned acknowledge receipt of a copy of this note before signing same.

1. Amount of note—Amt. financed \$  
2. FINANCE CHARGE (interest from date to maturity) \$  
3. Total of payments (1 + 2) \$  
No. of payments ANNUAL PERCENTAGE RATE %  
If prepaid, precomputed interest, then unearned, will be abated.  
\* Strike words not applicable.

JAMES H. BALLARD, JR.  
LOCKETT C. BALLARD  
By JAMES H. BALLARD, JR.  
his attorney in fact

FORM No. 217—Truth-in-Lending Series—Unsecured Installment Note—No FINANCE CHARGE Except Interest—For Use in Transactions for Maker's Consumer or Agricultural Purposes.  
If interest is in Addition to Minimum Payment, See Regulation Z, Section 226.806 for Additional Disclosures Required. SN STEVENS-NESS LAW PUB. 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 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 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 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.

July 16 9:26 A.M. 1971  
Rerecorded July 16 10:45 A.M. 1971

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:  
~~(a) for the purchase of real property, or~~  
(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 the event any installment is not paid within 10 days of the due date thereof, mortgagors agree to pay a late charge of 2% for each dollar overdue. Mortgagors shall not prepay the balance of said debt, or any part thereof, before July 1, 1976, and in the event mortgagors shall thereafter desire to prepay the balance of said debt in whole, or in part, they shall pay to mortgagee a sum equal to 1% of the original principal amount of the debt as liquidated damages for such prepayment; provided that the amount of such damages shall not exceed, when added to other interest charged and collected, the total amount of interest agreed to be paid under the terms of the note secured hereby.

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

*James H. Ballard, Jr.*  
LOCKETT C. BALLARD

\*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.

By *James H. Ballard, Jr.*  
His attorney in fact

MORTGAGE  
(FORM No. 105A)

TO

STATE OF OREGON,  
County of Klamath ss.

I certify that the within instrument was received for record on the 16th day of July 1971, at 9:26 o'clock A.M., and recorded in book N71 on page 7445, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne  
County Clerk Title.

By *Cynthia Campbell*  
Deputy.  
Fee \$3.00

*Lockett Ballard*  
*Barry Ballard*  
*Chloe Ballard*  
*Net Trans American*

STATE OF OREGON,  
County of Klamath ss.

BE IT REMEMBERED, That on this 15th day of July, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named JAMES H. BALLARD, JR.

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

*Thomson F. Small*  
Notary Public for Oregon.  
My Commission expires 12-24-71

July 16 9:26 AM 1971  
Rerecorded July 16 10:45 A.M. 1971