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THIS MORTGAGE, Made this 5th day of July, 1973, between NEUMANN & BENNETTS, INC., a Corporation, duly organized and existing under the laws of the State of California, hereinafter called the Mortgagor, and HARRY R. WAGGONER, hereinafter called the Mortgagee, WITNESSETH, That said mortgagor, in consideration of - - - Thirty-Four Thousand, and 00/100 - - - 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 Klamath County, State of Oregon, bounded and described as follows:

(Mortgages Vendee's Interest in Contract dated June 30, 1969)

PARCEL 1: The SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 13, Township 39 S., R. 9, E.W.M., save and excepting the following described tract:

A tract of land in SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 13, Township 39 South, Range 9 E.W.M., particularly described as follows: Beginning at the point of intersection of the North line of the County Road known as Airway Avenue, and the West line of the "G" Lateral, also known as "A-4" Lateral, described in Deed to the United States of America, recorded June 3, 1910 in Deed Book 29 at page 277, Records of Klamath County, Oregon; thence North along the West line of said "G" Lateral, also known as "A-4" Lateral, 120.0 feet to a point; thence West and parallel to said County Road 234 feet to the East line of "G-3" Lateral, also known as "A-4-A" Lateral, described in deed to the United States of America recorded June 3, 1910 in Deed Book 29 at page 277; thence Southwesterly along the Easterly line of said "G-3" Lateral, also known as "A-4-A" Lateral, 205 feet to a point on the North line of said Airway Avenue; thence East along the North line of said Airway Avenue, 332 feet to the point of beginning.

PARCEL 2: That part of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 13, Township 39 South, Range 9, E.W.M., lying Easterly of the following described line:

Beginning at a point on the South line of said Section 13, which is 707 feet East of the corner common to Sections 13, 14, 23 and 24 of said Township and Range; thence North 0°40' East a distance of 736.6 feet, to a point which is 82.5 feet Easterly from the centerline of the U.S.R.S., 1-C-1-A drain ditch; thence along a line parallel to said drain ditch, North 25°23' East 386.3 feet; thence North 4°34' East 287.5 feet, more or less, to the North line of the drainage ditch along the North boundary of the South half of the SW $\frac{1}{4}$  of said Section 13. EXCEPTING THEREFROM, any portion lying in roads or highways.

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

\$ 34,000.00 Klamath Falls, Oregon July 5, 1973  
The undersigned corporation promises to pay to the order of Harry R. Waggoner, President of First Federal Savings and Loan Association of Klamath Falls, Oregon - - - Thirty Four Thousand, and 00/100 - - - DOLLARS, with interest thereon at the rate of eight percent per annum from July 1, 1973 until paid, payable in monthly installments of not less than \$ 324.93 in any one payment; interest shall be paid with principal and \* is included in the minimum payments above required; the first payment to be made on the 1st day of August, 1973, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said installments is not so paid, the whole sum of both 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, the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

NEUMANN & BENNETTS, INC.

By s/ Sybil J. Neumann  
Secretary

By s/ Warren F. Neumann  
President

No.   
\* Strike words not applicable.

FORM No. 101—INSTALLMENT NOTE—CORPORATION (Oregon UCC). SC

STEVENS-NESS LAW PUB. CO. PORTLAND

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 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 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.

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.

It is further provided that if the mortgagee may be more than one person: that if the context so require, the word "mortgagee" shall be construed to mean "mortgagees".

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.

Mortgagor hereby grants a security interest in within-described contract to Mortgagee.

IN WITNESS WHEREOF, NEUMANN & BENNETTS, INC., 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 5th day of July, 1973.

NEUMANN & BENNETTS, INC.  
By Walter L. Neumann President

NEUMANN & BENNETTS, INC.  
By Wm. J. Neumann Secretary

# MORTGAGE

Corporation  
(FORM No. 75A)

TO

STATE OF OREGON,  
County of Klamath ss.

*I certify that the within instrument was received for record on the 11 day of July, 1973 at 4:12 o'clock P. M., and recorded M-73 on page 88/6. In book of Mortgages of said County.*

Witness my hand and seal of  
County affixed.

Wm. D. Milne

County Clerk Title

By Elizabeth W. Wenzel Deputy, fee 4.00

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

(ORS 93.490)

STATE OF OREGON, County of Klamath ) ss.

July 10, 19 73

Personally appeared Warren F. Neumann

who being duly sworn (or affirmed) did say that he is the

President

(President or other officer or officers)

Neumann & Bennetts, Inc.

(Name of corporation)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.

*Before me:*

Notary Public for Oregon

My commission expires

(OFFICIAL SEAL)