

## SECOND MORTGAGE

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THIS MORTGAGE, Made this 27<sup>th</sup> day of September, 1973,  
by H. DEAN MASON and LEONARD E. McLOUGHLIN, Mortgagors, to  
GENE R. BYRNES, Mortgagee,

## WITNESSETH:

That said mortgagor, in consideration of \$7,565.16  
Dollars, plus all future advances, 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:

All of Blocks 8 and 9 and Lots 1, 2, 3, 4 and 5  
in Block 10 of vacated Fairfield situate in  
SE 1/4 SW 1/4 Section 5, Township 39 South,  
Range 9 East of the Willamette Meridian, Klamath  
County, Oregon. All of the vacated alleys run-  
ning through said Blocks 8 and 9; all of vacated  
Heather (Sunrise) Street lying between Blocks  
8 and 9; all of the North half of vacated Elk  
(Ailsa) Avenue between Greensprings Drive and  
Lilac (Kesterson) Street; the West half of  
vacated Lilac (Kesterson) Street adjoining  
Block 9 and the North half of vacated Elk Avenue;  
and the East half of vacated Lilac (Kesterson)  
Street adjoining Lots 1, 2, 3, 4 and 5 in  
Block 10; all in vacated Fairfield. Together  
with easement for a road right of way upon and  
across the Southerly 30 feet of vacated Ailsa  
Street from Greensprings Highway Easterly to  
the Easterly boundary of vacated Kesterson Street,  
all in Fairfield Addition, Klamath County, Oregon.

Together with all and singular the tenements, heredita-  
ments and appurtenances thereunto belonging or in anywise apper-  
taining, 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.

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Executing or in anywise appertaining.  
Sept 27 1973

*[Signature]*  
HANSBERRY, SR.  
MACHIKO D. HANSBERRY, 5816  
Eagles Lane, Las Vegas, Nevada  
89108



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, a copy of which is attached hereto, marked Exhibit "A", and by this reference made a part hereof.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are for an organization and are for business or commercial purposes other than agricultural purposes.

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by H. DEAN MASON and LEONARD E. McLOUGHLIN to EQUITABLE SAVINGS AND LOAN ASSN., an Oregon corporation, dated May 16, 1971, recorded May 24, 1971, in the mortgage records of Klamath County in book M-71, at page 4805 thereof, reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$200,000.00; the unpaid principal balance thereof on the date of the execution of this instrument is \$196,856.94 and no more; interest thereon is paid to July 20, 1973; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage".

The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except:

1. Reservations, restrictions, easements, rights of way of record and those apparent on the land.

2. The rights of the public in and to that portion of the above property lying within the limits of vacated portions of Ailsa Avenue (Elk) and Fairfield Avenue, (Dover).

3. Reservation of public utility easements existing as of date of vacation of streets and alleys as set out in order of vacation recorded August 7, 1970 in M-70 at page 6748.

4. Easement agreement, including the terms and provisions thereof, recorded August 3, 1970 in M-70 at page 6513 between Pacific Power & Light Company and H. Dean Mason and Leonard E. McLoughlin. (Affects Ailsa and Kesterson Sts.)

5. Mortgage, including the terms and provisions thereof, dated May 16, 1971, recorded May 24, 1971 in M-71 at page 4805, given to secure the payment of \$200,000.00 with interest thereon and such future advances as may be provided therein, executed by H. Dean Mason and Joan C. Mason, husband and wife and Leonard E. McLaughlin, also known as Leonard E. McLoughlin and Darlene F. McLaughlin, husband and wife to Equitable Savings & Loan Association, an Oregon corporation.

6. A judgment entered July 18, 1973, Register No. Warr No. 911620, Docket Book 25, page 589, line 4, in the amount of \$29.04 against Harold D. Mason doing business as Harold Dean Mason contractor in favor of State of Oregon, Department of Revenue.

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal and interest according to the terms thereof; that while any part of the note secured hereby 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 secured hereby, when due and payable and before the same becomes 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 insurable value in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagee named herein and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid 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 the mortgagor shall keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the mortgage, then 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 all obligations secured by said first mortgage as well as the note secured hereby 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 payments of the note secured hereby; 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, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby 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 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 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.

This mortgage is given as security for the payment of any and all other indebtedness, obligations or liabilities of the mortgagor to the mortgagee now or hereafter existing, matured or to mature, absolutely or contingent and wherever payable including such as may arise from promissory notes or obligations to mortgagee taken as security or any advances of any kind, sort or

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description whatsoever, including those given after the date of this mortgage.

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

H. Dean Mason  
H. DEAN MASON

LEONARD E. McLOUGHLIN

STATE OF CALIFORNIA )  
County of \_\_\_\_\_ ) ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of September, 1973, before me, the undersigned a notary public in and for said county and state, personally appeared the within named LEONARD E. McLOUGHLIN 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.

NOTARY PUBLIC FOR CALIFORNIA  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
County of Klamath ) ss.

BE IT REMEMBERED, That on this 27 day of September, 1973, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named H. DEAN MASON 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.



Robert A. Birum  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10/4/72

SECOND MORTGAGE, PAGE SEVEN.



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\$ 7,565.16 Klamath Falls, Oregon, September 1973.

I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
 GENE R. BYRNES, doing business as ASPHALT PAVING CO.,  
 at Klamath Falls, Oregon, DOLLARS,  
 Seven Thousand Five Hundred Sixty-Five and 16/100

Installments of not less than \$ 500.00 in any one payment; interest shall be paid  
 with interest thereon at the rate of 8% percent per annum from  
 the date of the first payment to be made on the 10th day of November  
 1973, and a like payment on the 10th day of each month 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; however, if a suit or an action is filed, the  
 reasonable attorney's fees and collection costs, even though no suit or action is filed, or costs in which the suit or action, including any appeal therein,  
 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.

H. DEAN NASON  
 LEONARD E. MCLOUGHLIN  
 H. DEAN NASON

FORM No. 217—INSTALLMENT NOTE.

SA Standard Law Publishing Co., Portland, Ore

Ret Boivin & Boivin  
 209 Boivin Bldg  
 Klamath Falls, Ore EXHIBIT "A"

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Boivin & Boivin

this 27th day of Sept A. D., 1973 at 2:38 o'clock P. M., and duly recorded in  
 Vol. M73 of Mortgages on Page 13091

Fee \$16.00

WM. D. MILNE, County Clerk  
 By Lucia Quintela, Deputy