

83977

Vol. 22

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15659 # 28-6158

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THIS MORTGAGE, Made this 30 day of November, 19 73,  
by ROGER GLENN BURROUGHS and LINDA R. BURROUGHS, husband and wife,  
to PATRICK J. PATZKE and ANNIE J. PATZKE, husband and wife,

Mortgagor,

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of THREE THOUSAND FOUR HUNDRED and no/100ths (\$3,400.00) 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:

A tract of land situated in the SE 1/4 of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, being more particularly described as follows:  
Beginning at an iron pin which marks the corner common to Sections 19, 20, 29, and 30; thence West 685 feet; thence North parallel to the East line of said Section 19, to the South line of the property described in Book M-69 at page 9417, Microfilm Records; thence North 87°09' East 685 feet more or less along the South line of said property described in M-69 at page 9147, to the East line of said Section 19; thence South 1000 feet, more or less, to the point of beginning.

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:

\$3,400.00

Klamath Falls, Oregon . November 30, 19 73

I (or if more than one maker) we, jointly or severally, promise to pay to the order of PATRICK J. PATZKE and ANNIE J. PATZKE, husband and wife, at Klamath Falls, Oregon

THREE THOUSAND FOUR HUNDRED and no/100ths DOLLARS, until paid,

with interest thereon at the rate of 8 per cent, per annum from date in any one payment; each payment as made principal and interest payable in monthly installments of not less than \$ 107.50--- 1st day shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the 1st day of January, 19 74 and a like payment on the first day of each month thereafter until

19 , when the whole unpaid balance hereof, if any, shall become due and payable; 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, we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise 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.

*Roger Glenn Burroughs*  
*Linda R. Burroughs*

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, (even if mortgagor is a natural person) and 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 ROGER GLENN BURROUGHS and LINDA R. BURROUGHS, husband and wife,

to STATE OF OREGON, acting by the DIRECTOR OF VETERAN'S AFFAIRS

dated November 30, 19 73 and recorded in the mortgage records of the above named county in book 113, at page 15657, hereof, or as filing fee number XXXXXXXX (indicate which), reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$28,500.00 ; the unpaid principal balance thereof on the

date of the execution of this instrument is \$28,500.00 and no more; interest thereon is paid to ---19--- 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

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 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

15660

insurable  
value in a company

and such other hazards as the mortgagee may from time to time require, in an amount not less than \$  
or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mort-  
gagee named herein and then to the mortgagee 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 named in this instrument. Now if the mortgagee  
is written, showing the amount of said coverage, shall be delivered to the mortgagee as aforesaid at least fifteen days prior to the expira-  
tion of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagee's expense;  
that the mortgagee will 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 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, it said mortgagee 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 may be foreclosed at any time 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  
or any lien, encumbrance or insurance premium as above provided for, 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,  
the mortgagee under said first mortgage, and shall be liable to repay any sums so paid by the mortgagee. In the  
event of any suit or action being instituted to foreclose this mortgage, the mortgagee agrees to pay all reasonable costs incurred by  
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 mortgagee 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 mortgagee 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, mortgagee 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 mortgagee 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; that if the con-  
text so requires, the singular pronoun shall be made, assumed and implied to make the provisions hereof apply equally to corporations  
and to individuals.

IN WITNESS WHEREOF, said mortgagee 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 and if  
the mortgagee is a creditor, as such word is defined in the Truth-  
in-Lending Act and Regulation Z, the mortgagee MUST comply  
with the Act and Regulation by making required disclosures; for  
this purpose, use Stevens-Ness Form No. 1306 or similar.

# SECOND MORTGAGE

(FORM No. 935)

TO

STATE OF OREGON,

County of

I certify that the within instru-  
ment was received for record 19  
day of March, 1973, and recorded  
at 11 o'clock A.M. Record of  
in book 11 on page 11.  
Mortgages of said county or as filing  
fee No. 11.  
Witness my hand and seal of  
county affixed.

Title.

By Michael L. Burroughs Deputy

STEVENS-NESS LAW F.B. CO., PORTLAND, ORE.

STATE OF OREGON,

County of KLAMATH

ss.

day of November

19 73,

BE IT REMEMBERED, That on this 30  
before me, the undersigned, a notary public in and for said county and state, personally appeared the within named  
ROGER GLENN BURROUGHS and LINDA R. BURROUGHS, husband and wife,  
known to me to be the identical individual s described in and who executed the within instrument and acknowl-  
edged 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 date first above written.  
Susan Kay Way  
Notary Public for Oregon  
My commission expires 10/1/77