

86891

Vol. 174 Page 3501

FORM No. 105A—MORTGAGE—One Page Long Form

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THIS MORTGAGE, Made this 18th day of March, 1974,
 by LEON D. KAMBAK and JACKIE B. KAMBAK, husband and wife, Mortgage,
 to WILBUR C. HARNSBERGER and CAROLYN HARNSBERGER, husband and wife, Mortgagee,
 WITNESSETH, That said mortgagor, in consideration of Twelve Thousand Five Hundred
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:

That portion of the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 40
 South, Range 9 East of the Willamette Meridian lying
 North of the South line of the Wilbur C. Harnsberger,
 Jr., tract as in Volume M-72-1423, and lying Easterly
 of the existing drain #20 running in a Northerly
 direction, containing 15 acres, more or less, Klamath
 County, Oregon.

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

\$12,500.00 Klamath Falls, Oregon March 18th 1974.
 Each of the undersigned promises to pay to the order of WILBUR C. HARNSBERGER and CAROLYN
HARNSBERGER, husband and wife, at Route 1, Box 883, Cross Road, Klamath
Falls, Oregon TWELVE THOUSAND FIVE HUNDRED and no/100 DOLLARS,
 with interest thereon at the rate of 8 percent per annum from date until paid, payable
 in annual installments of not less than \$2,500.00 in any one payment; interest shall be paid
 on the 15th day of March, 1975, and a like payment on the 15th day of March of
each year thereafter, until the whole sum, principal and interest has been paid; if any of said installments is
 not 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, each of the undersigned promises
 and agrees to pay holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or
 action is filed hereon; however, if such suit or 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.

Due March, 1975 /s/ Leon D. Kambak
 At March, 1975 /s/ Jackie B. Kambak

* Strike words not applicable.

No.

FORM No. 217—INSTALLMENT NOTE (Oregon UCC) SSBE

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, 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
 the same; 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 mortgagee; that the mortgagee shall have the right to require the mortgagee to deliver said policies
 of insurance to the mortgagee as soon as insured. Now if the mortgagee 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 mortgagee'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 mortgagee shall
 join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in order to
 perfect the mortgagee's interest in the property, 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.

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, it 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.

Leon D. Kambak
Jackie B. Kambak

*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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

MORTGAGE

(FORM No. 188A)

TO

STATE OF OREGON,
 County of KLAMATH

I certify that the within instrument was received for record on the 18th day of March, 1974, at 2:16 o'clock P.M., and recorded in book M. 74 on page 3501 or as file number 86891.
 Record of Mortgages of said County.
 Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK Title.

By *W. D. Milne*
 FEE \$ 4.00 Deputy.

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

PRODUCED BY
 ATTORNEYS AT LAW
 280 MAIN STREET
 KLAMATH FALLS, OREGON 97601

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 18th day of March, 1974, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named LEON D. KAMBAK and JACKIE B. KAMBAK, husband and wife, known to me to be the identical individual(s) 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.

George H. Carter
 Notary Public for Oregon.
 My Commission expires 9-17-74