

92143

Vol. 24 Page 10117

THIS MORTGAGE, Made this 15th day of August, 1974,  
by EDGAR D. ISENSEE and ESTHER L. ISENSEE

to ALBERT BAUER, JR. and PATRICIA E. BAUER, husband & wife, Mortgagee,  
WITNESSETH, That said mortgagor, in consideration of SIXTY FIVE THOUSAND and no/100  
(\$65,000.00) Dollars, to him paid by said mortgagee, does hereby  
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-  
tain real property situated in Klamath County, State of Oregon, bounded and described as  
follows, to-wit:

Lots 1, 2 and 3 in Block 94, Klamath Addition to the City  
of Klamath Falls, Klamath County, Oregon

Together with all and singular the tenements, hereditaments and appurtenances therunto 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:  
\$ 95,000.00

INSTALLMENT NOTE

Vancouver, Washington August 15, 1974

FOR VALUE RECEIVED, I promise to pay to Albert Bauer, Jr. and Patricia E.  
Bauer, husband and wife, or order,  
the sum of NINETY FIVE THOUSAND AND NO/100----- DOLLARS  
with interest thereon at the rate of 9 per cent. per annum from date  
hereof; payable as follows: \$10,000.00 on January 31, 1975; \$11,000.00 on  
January 31, 1976; \$12,000.00 on January 31, 1977; \$13,000.00 on January 31,  
1978; \$14,000.00 on January 31, 1979; \$15,000.00 on January 31, 1980;  
\$16,000.00 on January 31, 1981; \$17,000.00 on January 31, 1982; \$18,000.00  
on January 31, 1983; \$19,000.00 on January 31, 1984; and balance on January  
31, 1985. Purchasers may make larger payments without penalty.  
At the end of each three year period, the interest rate shall be adjusted  
either up or down to reflect an equal change in the Federal Reserve  
discount rate; however, the interest rate shall not exceed 10% per annum  
nor be less than 7 1/2% per annum before maturity or default. The first three  
year period shall commence from the date of the Earnest Money Agreement which  
was August 15, 1973 at which time the Federal Discount rate was 7%.

If any of said installments are not so paid, the whole sum of  
both principal and interest shall become due and payable at once without  
further notice, at the option of the holder hereof.

This note shall bear interest at the rate of 12 per cent.  
per annum after maturity or after failure to pay any installment as above  
specified, and if this note shall be placed in the hands of an attorney  
for collection, or if suit shall be brought to collect any of the princi-  
pal or interest of this note I promise to pay a reasonable attorneys' fee.

Each maker of this note executes the same as a principal and not  
as a surety.

Edgar D. Iseece

Esther L. Iseece

AUG 20 11 56 AM 1974

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 Uniform Code of Commercial Transactions, Section 9-102(2)(b))~~  
 (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 proceed 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.

*Edgar D. Isensee*  
*Esther L. Isensee*

\*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 5-M Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use 5-M Form No. 1306, or equivalent.

# MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,  
 County of Klamath

I certify that the within instrument was received for record at the day of AUGUST 19 74, at 11:56 o'clock A. M., and recorded in book M. 74, on page 11, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. MILLER

COUNTY CLERK

By *Harold Maguire*  
 FEE \$11.00  
 STEVENSON LAW FIRM, CO., PORTLAND, ORE.  
 Deputy  
*Robert Bauer*  
 13611-N.E. 20th Ave  
 Vancouver WA 98665

WASHINGTON  
 STATE OF OREGON

County of Clark

BE IT REMEMBERED, That on this 15th day of August, 1974, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named EDGAR D. ISENSEE and ESTHER L. ISENSEE,

known to me to be the identical individual I 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.

*Thomas D. Hume*  
 Notary Public for Oregon, Washington  
 residing at Vancouver