

93696

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THIS MORTGAGE, Made this day of 19.74.,  
 by D. T. MATTHEWS and ELSIE P. MATTHEWS, husband and wife,  
 hereinafter called the mortgagor,  
 to KLAMATH RADIOLOGY ASSOCIATES, P.C., Employees' Profit Sharing and  
 Pension Plan for D. T. Matthews, a corporation, hereinafter called the mortgagee,  
 WITNESSETH, That the mortgagor, in consideration of

Dollars, to him paid by the mortgagee, hereby does  
 grant, bargain, sell and convey unto said mortgagee, its successors and assigns, that certain real property situ-  
 ated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$  and the E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , the SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , the SE $\frac{1}{4}$  of Section 12,  
 Township 38 South, Range 8 E.W.M., and the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 13,  
 Township 38 South, Range 8 E.W.M., SAVINGS AND EXCEPTING that portion  
 thereof deeded to Oregon Eastern Railway Company by deeds recorded in  
 Book 24 at page 50 on April 3, 1908 and in Book 27 at page 279 on  
 August 5, 1909, all in Deed Records of Klamath County, Oregon.  
 ALSO EXCEPT that portion, beginning at a point where the South line of  
 Lot 1 of Section 12, T. 38 S., Range 8 E.W.M., intersects the westerly  
 right of way line of the S.P.R.R. (as marked by the R.R. fence), which  
 point is 104 feet West of the Section line; and running thence West a-  
 long the South line of said Lot 1 a distance of 548.7 feet to an iron  
 pin; thence South 33°29' East a distance of 1017 feet to an iron pin  
 on the westerly right of way line of the S.P.R.R.; thence northerly and  
 easterly following the westerly right of way of the S.P.R.R. to the  
 point of beginning. Said tract being in the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 12,  
 T. 38 S., Range 8 E.W.M., in Klamath County, Oregon.  
 ALSO EXCEPT that portion, beginning at an iron pin which lies on the  
 South line of Government Lot 3, 76.23 feet West of the Southeast corner  
 of Government Lot 3, Section 12, T. 38 S., Range 8 E.W.M., Klamath County,  
 Oregon and running thence West along the South line of said Lot 3, a  
 distance of 169.27 feet to an iron pin; thence South 34°12' East a dis-  
 tance of 1040.17 feet to an iron pin; thence North 55°48' East a dis-  
 tance of 140 feet to an iron pin; thence North 34°12' West a distance  
 of 945.03 feet, more or less, to the point of beginning, said tract be-  
 ing in the SW $\frac{1}{4}$  and NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 12, T. 38 S., Range 8 E.W.M.,  
 Klamath County, Oregon.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or  
 in anywise appertaining, and which hereafter may belong or appertain thereto, 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 placed  
 thereon at any time during the term of this mortgage;

TO HAVE AND TO HOLD the same with the appurtenances unto the said mortgagee, its successors  
 and assigns forever.

This mortgage is intended to secure the payment of one or more promissory notes, in words and figures  
 substantially as follows:

## INSTALLMENT NOTE

\$13,062.70

October 3, 1974

WE, D. T. MATTHEWS and ELSIE P. MATTHEWS,  
 jointly and severally, promise to pay to the order of  
 Klamath Radiology Associates, P. C. Employees' Profit  
 Sharing and Pension Plan for D. T. Matthews in Klamath  
 Falls, Oregon \$13,062.70 with interest thereon from the  
 date hereof until paid to be computed by averaging the  
 prime interest rate charged by U. S. National Bank of  
 Oregon, for the year prior to the year the interest  
 payment is made as hereinafter required. Said interest  
 payment shall be made on or before November 11, 1974  
 and on or before the first day of December of each and  
 every year thereafter until the principal and interest  
 is paid in full and in addition to the interest payments  
 hereinafter provided there shall be a payment on  
 hereinafter set forth on the principal on or before  
 the 1st day of July, 1975 and a like payment on or  
 before the 1st day of January, 1976 and the 1st day  
 of July and the 1st day of January each and every  
 year thereafter until the whole sum of principal and  
 interest has been paid in full. Each of said principal  
 payments to be computed by taking five percent (5%)  
 of the then unpaid principal balance as reduced by  
 the prior payment. 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 he shall be deemed to have agreed to pay holders'  
 reasonable attorney's fees and collection costs even  
 though no suit or action is filed hereon; however, if  
 that suit or action is filed the amount of such reasonable  
 attorney's fees shall be fixed by the court of courts  
 in which the suit or action including any appeal therein  
 is tried, heard or decided.

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70 43450' 22220' 22 00000'

IN ORDER TO BE ABLE TO OBTAIN INFORMATION AND KNOWLEDGE  
REGARDING THE FACTS OF THE CASE, THE AGENT HAS BEEN ADVISED  
THAT THE ABOVE NAMED PERSONS ARE CURRENTLY IN THE  
CITY OF NEW YORK, AND ARE BEING KEPT UNDER CLOSE  
SURVEILLANCE BY THE NEW YORK POLICE DEPARTMENT. THE  
AGENT HAS BEEN ADVISED THAT THE ABOVE NAMED PERSONS  
ARE CURRENTLY IN THE CITY OF NEW YORK, AND ARE BEING  
KEPT UNDER CLOSE SURVEILLANCE BY THE NEW YORK  
POLICE DEPARTMENT. THE AGENT HAS BEEN ADVISED  
THAT THE ABOVE NAMED PERSONS ARE CURRENTLY IN THE  
CITY OF NEW YORK, AND ARE BEING KEPT UNDER CLOSE  
SURVEILLANCE BY THE NEW YORK POLICE DEPARTMENT.

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the investigation. The investigator must identify the problem and the scope of the investigation. The investigator must also identify the objectives of the investigation and the methods to be used. The investigator must also identify the resources available for the investigation.

14762

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a)\* ~~primary for mortgagor's personal family household or agricultural purposes (see Investment & Development),~~
- (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

of said premises and was a valid, unencumbered title thereto.

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

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that he will warrant and forever defend the same against all persons; 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, on this mortgage or the note above described, when due and payable and before the same may 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 may be hereafter erected on the premises, insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of not less than \$ in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as its interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as written; 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 or of said buildings and improvements. 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 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 proceedings 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 and 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 tax, charge, lien, encumbrance or insurance premium as above provided, the mortgagee at its option may 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 costs and disbursements allowed by law and such sum as the 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 sums as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, together with the reasonable costs incurred by the mortgagee for title reports and search, 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 inure to the benefit of and bind the heirs, executors, administrators and assigns of said mortgagor and the successors and assigns of the mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the court, upon motion of the mortgagee, may 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 may be more than one person; that the mortgagee may be more than one corporation and that more than one note may be secured hereby; therefore, the parties hereto agree that if the context and the circumstances so require, the singular shall be taken to mean and include the plural and that the masculine pronoun shall mean and include the feminine as well as husband and wife.

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

*H. T. Matthews*  
H. T. Matthews

*H. T. Matthews*  
H. T. Matthews

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

# MORTGAGE

to a Corporation  
(FORM NO. 740)

TO

STATE OF OREGON.

County of CLATSOP  
I certify that the within instrument was received for record on the 30th day of OCTOBER, 1974, at 11:38 o'clock A.M., and recorded on book 174 on page 13163 Record of Mortgages of said County.

Witness my hand and seal of County affixed

H. T. MATTHEWS

TITLE

By H. T. Matthews

Deposited

PER \$ 6.00

STATE OF OREGON.

County of CLATSOP

On this 30th day of OCTOBER, 1974, before me, a notary public in and for said county and state, personally appeared the within named H. T. Matthews and Hsie P. Matthews 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.

*Harold T. Matthews*  
Notary Public for Oregon  
My Commission expires 10/25/74