

TC

12578

THIS MORTGAGE, Made this 14 day of April, 1976,  
by Rachel Tupper, Trustee for Hi-Win Trust on behalf of Hi-Win Trust  
Mortgagor,  
to Arthur A. Beddoe and Robert S. Hamilton  
Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Four Thousand and 00/100 (\$4,000.00) Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Portion of Lot 14, Section 14, Township 36, Range 10  
Lots 1, 2, 7-10, 15, 16, Section 13, Township 36, Range 10  
E½E½NE¼, Section 28, Township 36, Range 10  
NW¼NW¼, Section 27, Township 36, Range 10  
W½W½, Section 22, Township 36, Range 10  
SW¼NE¼W½SE¼N½W½, Section 21, Township 36, Range 10  
S½SW¼SE¼, Section 4, Township 36, Range 10  
Section 17, Township 36, Range 10  
Section 16, Township 36, Range 10  
Section 9, Township 36, Range 10  
E½SW¼, Section 8, Township 36, Range 10  
NW¼, Section 8, Township 36, Range 10  
SW¼, Section 5, Township 36, Range 10

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:

\$4,000.00 Klamath Falls, Oregon, April 14, 1976

ON DEMAND, ~~XXXXXX~~ we, jointly and severally, promise to pay to the order of  
Beddoe & Hamilton, Attorneys at Law

at 296 Main Street, Klamath Falls,  
Oregon, Four Thousand and 00/100 (\$4,000.00) DOLLARS,

with interest thereon at the rate of \_\_\_\_\_ percent per annum from \_\_\_\_\_ until paid; interest to be paid  
All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of  
an attorney for collection, I/we promise and agree to pay the holder's reasonable attorney's fees and collection costs, even though no suit  
or action is filed hereon; however, if a suit or an 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.

Said \$4,000.00 shall be due and payable no later than June 15, 1976.

Rachel Tupper, Trustee for Hi-Win Trust

FORM No. 846—DEMAND NOTE.

Stevens-Ness Low Publishing Co., Portland, Ore. SN

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: June 15, 1976.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto except those encumbrances and mortgages existing on said property as of the date of this mortgage.

and 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, or 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 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 mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor 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 mortgagor'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 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.

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, 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 a proceeding of any kind be taken to foreclose any lien on said premises at 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.

Rachel Tupper, Trustee for Hi-Win Trust

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgage 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. 105A)

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 14th day of APRIL, 19 76, at 4:38 o'clock P.M., and recorded in book M 76 on page 5407 or as file number 12578. Record of Mortgages of said County. Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title.

Deputy.

FEE \$ 6.00

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

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 14th day of April, 19 76, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Rachel Tupper

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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 Oregon.

My Commission expires July 26, 1979

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PROVIDED, FURTHER, that in case Buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then Seller shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

Witness the hands of the parties the day and year first herein written.

Mary B. Long Rush E. Long  
Seller Buyer  
Mary B. Long, by Rush E. Long, her Attorney in  
fact, ss. April 6, 19 76  
STATE OF OREGON, County of Klamath

Personally appeared the above named RUSH E. LONG and MARY E. LONG, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: W. D. Haddington  
Notary Public for Oregon  
My Commission expires: 3-21-77

From the office of  
PRENTISS K. PUCKETT, P.C.  
Attorney at Law,  
First Federal Bldg.,  
Klamath Falls, Oregon  
97601

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STATE OF OREGON )  
County of Klamath ) ss. April 7, 19 76  
Personally appeared the above named MICHAEL C. MARSHALL and  
IVA RUTH MARSHALL, husband and wife,  
and acknowledged the foregoing instrument to be their voluntary act and  
deed.

BEFORE ME:

Marlene T. Addington  
Notary Public for Oregon  
My Commission Expires: 3 21 77

FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

County of Klamath

On this the 5th day of April, 19 76 personally appeared  
RUSH E. LONG  
who, being duly sworn (or affirmed), did say that he is the attorney in fact for MARY B. LONG  
and  
that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowl-  
edged said instrument to be the act and deed of said principal.

Before me:

(Official Seal)

Marlene T. Addington  
(Signature)  
Notary Public—My Commission Expires March 21, 1977  
(Title of Officer)

After recording, return to:  
Mountain Title Co.  
Attn: Marlene

Until further notice, tax statements shall be mailed to:  
Mr. and Mrs. Michael C. Marshall  
3041 Bisbee  
Klamath Falls, Oregon 97601

STATE OF OREGON,  
County of Klamath

for record at request of

Mountain Title

7 April A.D. 76

3:46 P.M. and

M 76 deed

4906

County Clerk

By Hazel D. Dwyer Deputy

9.00

re-recorded to correct name of buyer

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 15th day of  
APRIL A.D., 19 76 at 8:49 o'clock A M., and duly recorded in Vol. M 76  
of DEEDS on Page 5409

FEE \$ 9.00

WM. D. MILNE, County Clerk

By Hazel D. Dwyer Deputy