

STATE OF ARIZONA  
COUNTY OF PIMA

14816

Witness my hand and Official Seal.

Indexed	Paged	Blotted

WHEN RECORDED  
MAIL TO:

I hereby certify that the within  
instrument was filed for record  
in Pima County, State of Arizona.

IDA MAE SMYTH  
County Recorder

By Deputy

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Book

Page

Date:

Request of:

Fee:

### REALTY MORTGAGE

THIS MORTGAGE, made this 4th day of June 19 76

between

PROGRAMMED AGRONOMY, Inc., an Oregon corporation

(hereinafter referred to as the Mortgagor, and including heirs, executors, administrators, successors, and assigns of the Mortgagor) and

CHESTER J. ZABIK and STEPHANIE M. ZABIK, husband and wife

(hereinafter referred to as the Mortgagee, and including heirs, executors, administrators, successors, and assigns of the Mortgagee),

WITNESSETH: That the Mortgagor, for and in consideration of the sum of

-----THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100-----  
DOLLARS (\$ 37,500.00), lawful money of the United States, in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, and convey unto the Mortgagee that certain property lying and being in the County of Pima, State of Arizona, hereinafter referred to as said property, bounded and described as follows, to-wit:

Government Lots 35 and 36, Section 20 Township 35 South, Range 7, Willamette Meridian, Klamath County, Oregon

Lawyers Title  
OF ARIZONA

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including all buildings and improvements now or hereafter erected thereon and all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the improvements on said property, water and water rights, pipes, flumes and ditches and the water flowing through the same; also all window shades, and all stoves, tanks, and heaters connected by water or gas pipes, thereunto belonging or in anywise appertaining, together with all and singular the tenements, hereditaments, appurtenances, and privileges, and the reversion, reversions remainder, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Mortgagee forever.

And the Mortgagor hereby covenants and warrants to be well and truly seized of a good and perfect title in fee simple to said property and to have good right and lawful authority to convey the same to the Mortgagee and that the title hereby conveyed is free, clear and unencumbered; and the Mortgagor will forever warrant and defend the same to the Mortgagee against all claims whatsoever.

This conveyance is intended as a mortgage to secure the payment of that certain promissory note given by the Mortgagor, a true copy of which note is hereto annexed and made a part hereof:

# PROMISSORY NOTE

Tucson, Arizona,

June 4, 1976

\$ 37,500.00

For value received, WE, PROGRAMMED AGRONOMY, Inc, an Oregon corporation

Jointly and severally, promise to pay to the order of CHESTER J. ZABIK and STEPHANIE M. ZABIK, husband and wife at the office of

-----Lawyers Title of Arizona, 199 N. Stone----- in the City of Tucson, Arizona,  
the principal sum of -----THIRTY SEVEN THOUSAND FIVE HUNDRED NO/100----- DOLLARS  
with interest from -----June 30, 1976----- at the rate of -----eight and three quarter (8 3/4%)----- per cent per annum

on all portions of said principal sum remaining from time to time unpaid, interest payable-----annually-----  
Said principal and interest shall be payable in installments of-----TWELVE THOUSAND FIVE HUNDRED NO/100-----  
(\$12,500.00) DOLLARS, PLUS INTEREST-----  
each, the first of which installments shall be due-----July 31, 1977-----  
and the succeeding installments shall be payable-----annually----- thereafter.

Each payment shall be credited first on the interest then due, and the remainder thereof on the principal sum, and interest shall thereupon cease upon the amount so paid upon the principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest then unpaid shall become immediately due and payable at the option of the holder of this note, or if the holder of this note so elect, the accrued interest shall become a part of the principal and shall bear like interest as the principal. Principal and interest payable in legal tender of the United States. Should time of payment be extended by agreement with any of the makers without the knowledge or consent of the others, after the said extension, the liability of all parties shall remain as if no extension had been made. The makers and endorsers hereof waive grace, pre-sentment, claim of homestead exemption, or rights of exemption, demand, notice of dishonor and protest. In case this note is placed in the hands of an attorney for collection agree to pay a reasonable attorney fee.

PROGRAMMED AGRONOMY, Inc., an Oregon corporation

By: /s/ Steven F. Stiles, Pres.



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The Mortgagor agrees to pay all taxes, assessments, and charges which shall be assessed or may become a lien on said property before the same shall become delinquent, and to insure at his own cost and charge and keep insured the buildings thereon against loss or damage by fire or other hazards in the sum of an amount sufficient to cover encumbrances of record

Dollars, in insurance companies represented by agency to be selected by the Mortgagee, and said insurance policies to be payable to the Mortgagee as his interest may appear; and in default thereof it shall be lawful for the Mortgagee to pay such taxes or assessments or effect such insurance, and the said taxes, assessments, and insurance premiums and other legal expenses, fees, costs, and charges paid for effecting the same, together with interest thereon at the rate of eight (8) per cent per annum, shall be a lien upon said property, added to the amount of said note and secured hereby.