

TC

45012

MTC 6/10/78 Vol. 118 Page 5428

THIS MORTGAGE, Made this 17th day of March, 1978  
by Lee D. Reddington and Beulah E. Reddington, husband and wife,

Gordon Harold Smith, as Trustee under Trust Declaration dated April 30, 1976, as to an undivided one-half interest, and Lyle M. Smith, as Trustee under Trust Declaration dated April 30, 1976, as to an undivided one-half interest, Mortgagee to

WITNESSETH, That said mortgagor, in consideration of Eighty-Six Thousand and No/100ths 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:

The NW 1/4 NW 1/4 of Section 18 lying Northeasterly of the drain ditch as now located across said premises.  
The NE 1/4 NW 1/4 of Section 18, lying Southwesterly of the South Pacific Railway right of way.

EXCEPTING THEREFROM that portion conveyed to Thomas F. O'Brien by Deed recorded in Deed Volume 264 at page 554, Deed Records of Klamath County, Oregon.

The NE 1/4 SW 1/4 of Section 18, lying Northerly of the #5 Drain as now located across said premises.

the SE 1/4 NW 1/4 of Section 18, lying Southwesterly of the Southern Pacific Railway right of way, all in Township 40 South, Range 10 East of the Willamette Meridian.

TOGETHER WITH Easements for irrigation purposes as follows:

1. An easement 15.00 feet in width adjacent to but Westerly of the North-South center-of-section line in Section 18, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Commencing at the intersection of the North-South center-of-section line of said Section 18 with the Northeasterly right-of-way line of the Klamath Falls-Malin Highway (Oregon Highway No. 39); thence North 00° 23' 45" West along said North-South center-of-section line 1220.56 feet to the point of beginning (for continuation of this description see attached Exhibit "A" and by this reference incorporated herein)

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:

\$ 86,000.00

Klamath Falls, Oregon

March

I (or if more than one maker) we, jointly and severally, promise to pay to the order of as to an undivided one-half interest, and Lyle M. Smith, as Trustee under Trust Declaration dated April 30, 1976, as to an undivided one-half interest, Western Bank

with interest thereon at the rate of 8 1/2% percent per annum from March 22, 1978 until paid, payable in

Annual installments, at the dates and in amounts as follows: Nine Thousand One Hundred and No/100ths (\$9,100.00) Dollars; Mortgagee will not allow prepayment of the annual payments until March 22, 1988.

balloon payments, if any, will not be refinanced; interest shall be paid annually and ~~XXXXXX~~ is included in the payments above required, which shall continue until this note, principal and interest, is fully paid; 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, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

No prepayment allowed on this note until March 22, 1988.

Lee D. Reddington

Beulah E. Reddington

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: March 22, 1978.

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

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 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 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.

It is further hereby agreed by and between the parties that Mortgagee agrees to release to Mortgagor up to and including five (5) acres for building a home on said property. Any expenses of engineering, survey and attorney's fees incident to said release shall be paid by Mortgagor.

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

*Lee D. Reddington*  
 Lee D. Reddington

*Beulah E. Reddington*  
 Beulah E. Reddington

\*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. 1306 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

ss.

I certify that the within instrument was received for record on the day of 19 at o'clock M., and recorded in book on page or as file number Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title.

By

Deputy.

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

1617C

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 17th day of March, 1978, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Lee D. Reddington and Beulah E. Reddington, husband and wife known to me to be the identical individuals 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.

*Gay B. Pubate*  
 Notary Public for Oregon.  
 My Commission expires 8-23-81

for this description; thence continuing North 00° 23' 45" West along said center-of-section line 441.49 feet; thence leaving said center-of-section line West 15.00 feet; thence South 00° 23' 45" East parallel to but 15.00 feet Westerly of said center-of-section line 441.65 feet to an existing fence; thence North 89° 22' 48" East along said fence 15.00 feet to the point of beginning.

2. An easement located in Section 18, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Commencing at the intersection of the North-South center-of-section line of said Section 18 with the Northeasterly right-of-way line of the Klamath Falls-Malin Highway (Oregon Highway No. 39); thence North 00° 23' 45" West along said North-South center-of-section line 1220.56 feet to the point of beginning for this description; thence leaving said North-South center-of-section line South 89° 22' 48" West along an existing fence 696.24 feet; thence leaving said fence South 00° 41' 58" East, 149.21 feet to the Northeast right-of-way line of the Klamath Falls-Malin Highway (Oregon Highway No. 39); thence South 33° 27' 04" East along said right-of-way line, 83.18 feet; thence leaving said right-of-way line North 00° 41' 58" West 204.10 feet; thence North 89° 22' 48" East parallel to but 15.00 feet Southerly of said existing fence, 651.16 feet to said North-South center-of-section line; thence North 00° 23' 45" West along said center-of-section line 15.00 feet to the point of beginning.

3. An easement 20.00 feet in width located in Section 7 and Section 18, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, the centerline of which is more particularly described as follows: Commencing at the intersection of an existing East-West fence with the Northeasterly right-of-way line of the Klamath Falls-Malin Highway (Oregon Highway No. 39) from which the East quarter corner of said Section 18 bears South 54° 24' 25" East 4271.20 feet; thence South 33° 27' 04" East along said right-of-way line 39.25 feet to the point of beginning for this description; thence leaving said right-of-way line North 73° 40' East 70.41 feet; thence North 42° 28' East 54.10 feet; thence North 00° 41' 58" West 1457.95 feet to the South right-of-way line of Elliott Road in said Section 7 marking the terminus of this easement. Subject, however, to the following:

1. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
3. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
4. The right to extend the slopes of the cuttings or embankments and to build and maintain culverts and surface ditches beyond the limits of the railroad right of way where necessary for the proper construction and maintenance of said railroad as conveyed to Modoc Northern Railway Company by deed recorded December 9, 1910 in Volume 30, page 475, Deed Records of Klamath County, Oregon.
5. Recital in the deed recorded April 10, 1914 in Volume 40, page 208, Deed Records of Klamath County, to-wit:  
"Subject to the United States Reclamation Service for rights of way for canal and ditches over and across said premises and the appurtenances connected therewith."

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 22nd day of March A. D. 1978 at 10:00 o'clock A. M., and

truly recorded in Vol. M78, of Mortgages on Page 5428

W. D. MILNE, County Clerk

By Renee A. Hellock

Fee \$9.00