40537

THIS MORTGAGE, Made this 17th day of April, 1978

by Roger P. Enell and Trinka Enell, husband and wife

Mortgagor,

to James L. Rust and Mata Ann Rust, husband and wife

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Nine Thousand Five Hundred 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:

Government Lot 2 and the Southwest quarter of the Northeast quarter of Section 2, Township 33 South, Range 13 East of the Willamette Meridian. Subject, however, to the following:
Reservations of 50% of all mineral rights, including the terms and provisions thereof, as set forth in Deed recorded November 23, 1962, in Book 341 at page 478, from Klamath Lumber and Box Co., Inc., an Oregon corporation, to Herbert E. Edwards. Easements and rights of way of record or apparent on the land, if any.

'78 APR 17 PM 3 05

Roger P. Enell

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:

$ 9,500.00 Klamath Falls, Oregon April 17, 1978

I (or if more than one maker) we, jointly and severally, promise to pay to the order of James L. Rust and Mata Ann Rust, husband and wife, /Klamath First Federal Savings & Loan Assn., Klamath Falls, Oregon

Nine thousand five hundred and no/100ths ---------- DOLLARS, with interest thereon at the rate of 7 percent per annum from April 17, 1978 until paid, payable in monthly installments of not less than $ 100.00 in any one payment; interest shall be paid monthly and * is included in the minimum payments above required; the first payment to be made on the 1st day of May, 1978, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and interest has been 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 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.

* Strike words not applicable.

s/ Roger P. Enell
Roger P. Enell
s/ Trinka Enell
Trinka Enell

FORM No. 217—INSTALLMENT NOTE.

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

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: May 1, 1983.

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 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.

Return to:

O. W. GOAKEY
ATTORNEY AT LAW
431 Main Street
Klamath Falls, Oregon 97601

7417

46397

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 hereby agreed by and between the parties hereto that Buyers shall not fall and remove any of the timber on subject property for logs, poles or other property without first obtaining the written consent of Sellers. It is further hereby agreed by and between the parties hereto that in the event Buyers desire to sell the property herein that Buyers agree to pay the balance of this contract in full.

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

Roger P. Enell
Roger P. Enell
Trinka Enell
Trinka Enell

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

MORTGAGE

TO

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the 17th day of April, 1978, at 3:05 o'clock P M., and recorded in book M78 on page 7416 or as file number 46397, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne
County Clerk — Title.
By Bernetha G. Letsch — Deputy.
Fee $6.00

O.W. Drakey
431 Main
K. Falls

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

STATE OF OREGON,
County of Klamath } ss.

BE IT REMEMBERED, That on this 17th day of April, 1978, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Roger P. Enell and Trinka Enell, husband and wife, 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.

Margaret L. Drakey
Notary Public for Oregon.
My Commission expires 9-19-81