

52229

THIS MORTGAGE, Made this 21 day of July, 1978,
by CLIFFORD HONEYCUTT and GERALD D. WOLFRAM
to PACIFIC WEST MORTGAGE CO., an Oregon corporation

WITNESSETH, That said mortgagor, in consideration of TWENTY THOUSAND SEVEN HUNDRED AND NO/100 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:
Lot 6, Block 1, STEWART, in the County of Klamath, State of Oregon.
AND
Lot 7, Block 1, STEWART, in the County of Klamath, State of Oregon.
AND
Lot 8, Block 1, STEWART, in the County of Klamath, State of Oregon.
AND
Lot 9, Block 1, STEWART, in the County of Klamath, State of Oregon.
AND
Lot 10, Block 1, STEWART, in the County of Klamath, State of Oregon.

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 5 promissory notes \$ of which the following is a substantial copy:

\$7,200.00 Klamath Falls, July 21, 1978
I (or if more than one maker) we, jointly and severally, promise to pay to the order of
PACIFIC WEST MORTGAGE CO., an Oregon corporation
at Stayton, OR
SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS,
with interest thereon at the rate of 10.9 percent per annum from date until paid, payable in
monthly installments of not less than \$122.90 in any one payment; interest shall be paid monthly
the minimum payments above required; the first payment to be made on the 21 day of August, 1978, and a like payment on the 21 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 thereon, is tried, heard or decided.
* Strike words not applicable.

/s/ Clifford Honeycutt
/s/ Gerald D. Wolfram

FORM No. 217—INSTALLMENT NOTE.

11677

504 Stevens-Hess Law Publishing Co., Portland, Ore.

(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below);
(b) for an organization, (even if mortgagor is a natural person), are for business or commercial purposes other than agricultural purposes.

This mortgage is tertiary, secondary and made subject to all prior mortgages on the above described real estate made by CLIFFORD HONEYCUTT and GERALD D. WOLFRAM
to PACIFIC WEST MORTGAGE CO., an Oregon corporation dated July 21, 1978, and recorded in the mortgage records of the above named county in book 10-78 at page 15906 thereof, or as file number (indicate which), reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$ 4,500.00, the unpaid principal balance thereof on the date of the execution of this instrument is \$ 4,500.00 and no more; interest thereon is paid to July 21, 1978, and recorded in mortgage records of the above named county in Book 10-78 Page 15909 thereof, or as file number reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$3,000.00; the unpaid principal balance thereon on the date of the execution of this instrument is \$3,000.00 and no more; interest thereon is paid to July 21, 1978, and recorded in mortgage records of the above named county in Book 10-78 Page 15902 thereof, or as file number reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$3,000.00; the unpaid principal balance thereon on the date of the execution of this instrument is \$3,000.00 and no more; interest thereon is paid to July 21, 1978, and recorded in mortgage records of the above named county in Book 10-78 Page 15906 thereof, or as file number reference to said mortgage records hereby being made; the first mortgage was given to secure a note for the principal sum of \$7,200.00; the unpaid principal balance thereon on the date of the execution of this instrument is \$7,200.00 and no more; interest thereon is paid to July 21, 1978.

16058

1978

WILLIAM ELLIS

July 21

\$4,320.00

(or if more than one maker) we, jointly and severally, promise to pay to the order of

PACIFIC WEST HOMELAND CO. an Oregon corporation

at Stayton, Oregon

DOLLARS,

FOUR THOUSAND THREE HUNDRED AND NO/100

with interest thereon at the rate of 10% percent per annum

in any one payment; interest shall be paid

until paid, payable in

monthly

installments of not less than \$75.00

the first payment to be made on the 21 day of

August, until the whole sum, principal and interest, is paid.

the minimum payments above required; the first payment to be made on the 21 day of August, 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, five percent and agreed to pay holder's expense of the holder'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 filed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

* Other words not applicable.

WILLIAM ELLIS

WILLIAM ELLIS

16058

\$3,000.00

Worrell's Talk

July 21

1978

I (or if more than one maker) we, jointly and severally, promise to pay to the order of

PACIFIC WEST MORTGAGE CO., AN OREGON CORPORATION

of

STAYTON, OREGON

DOLLARS,

THREE THOUSAND AND NO/100

with interest thereon at the rate of 10.9 percent per annum from date

monthly installments of not less than \$22.21 in any one payment; interest shall be paid monthly and

the minimum payments above required; the first payment to be made on the 21 day of August

and a like payment on the 21 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

/s/ Clifford Honeycutt
/s/ Gerald D. Wolfrum

\$ 3,000.00

160650

I (or if more than one maker) we, jointly and severally, promise to pay to the order of CLIFFORD MONEYCUTT July 21 19 78
PACIFIC WEST NORWAY CO., an Oregon Corporation

THREE THOUSAND AND NO/100 at SEASIDE, OREGON

with interest thereon at the rate of 10.9 percent per annum from date MONTHLY DOLLARS,

monthly installments of not less than \$ 51.21

is provided in the minimum payments above required; the first payment to be paid MONTHLY and

19 78, and a like payment on the 21 day of such 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.

* This words not applicable.

/s/ Clifford Moneycutt

/s/ Gerald D. Hoffman

2,000.00

000.00
Klamath Falls
I (or if more than one maker) we jointly and severally, promise to pay
PACIFIC WEST MORTGAGE CO., AN OREGON CORPORATION

Station, Oregon

DOLEARS

RECEIVED PROSODY 2/20/2000

4
5
6
7
8

with interest thereon at the rate of

percent per
54.7

INSTALLMENTS OF 100,000

to be made on the

1

of

4

comprehended by the term "the minimum payment" is included in

7

each month

hereafter, until the whole sum, principal with interest, is immediately due and collectible at the expiration of the term of years therein expressed.

is, and a like payment on the interest has been paid; if any of said installments is not so paid, all principal and interest to become due at once shall be payable by 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 thereon, however, if a suit or an action is filed against me, including any appeal therefrom, amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action is tried, heard or decided.

/s/ Clifford Honeycutt

2. **Этика управления, роль администрации.**

18/ Clifford Honeycutt

18/ Gerald D. Volz

10

16062

and such other covenants as the mortgagee may from time to time require, in an amount not less than \$... in a company...
...the holder of the first mortgage...
...shall fall for any reason to procure any such insurance...
...that the mortgagee will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste...
...mortgagee shall join with the mortgagee in executing one or more financing statements pursuant to the request of the mortgagee, the...
...mortgagee shall file financing statements in the proper public office or offices, as well as the cost of all lien...
...Now, therefore, if said mortgagee shall keep and perform the covenants herein contained and shall pay all obligations secured by...
...said first mortgage as well as the notes secured hereby 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 said covenants and the payments of all notes secured hereby; 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 mortgagee shall fail to pay any taxes or charges...
...or any lien, encumbrance or insurance premium as above provided for, or fail to do or perform anything required of him by said first...
...mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of...
...the mortgagee under said first mortgage, and any payment so made, together with the cost of such performance shall be added to and...
...become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby without waiver...
...however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed hereby without waiver...
...and all sums paid by the mortgagee at any time while the mortgagee 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 mortgagee 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 no appeal is taken from any judgment or decree entered...
...therein, the mortgagee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on...
...such appeal, 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 apply to and bind the heirs, executors, administrators and...
...assigns of said mortgagee 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 mortgagee or mortgagee may be more than one person; that if the con-
...tent 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 mortgagee has hereunto set his hand the day and year first above written.

Gerald D. Wolfram
Clifford Honeycutt

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, use Stevens-Heim Form No. 1504 or similar.

SECOND MORTGAGE

(FORM No. 955)

CLIFFORD HONEYCUTT &
GERALD D. WOLFRAM
TO
PACIFIC WEST MORTGAGE CO.
an Oregon corporation

STATE OF OREGON,
County of Klamath

I certify that the within instru-
ment was received for record on the
24th day of July 1978
at 3:50 o'clock P.M., and recorded
in book N78 on page 16056 or as
file/serial number 52259
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

Wm. D. Milne

County Clerk

By Pamela H. Hark

Deputy

STEVENS-HEIM LAW PUBL. CO., PORTLAND, ORE.

Pacific West Mortgage Co.
P. O. Box 497
Stayton, OR 97383

STATE OF OREGON, }
County of Klamath } ss.

BE IT REMEMBERED, That on this 21 day of July, 1978,
before me, the undersigned, a notary public in and for said county and state, personally appeared the within named
CLIFFORD HONEYCUTT and GERALD D. WOLFRAM

known to me to be the identical individuals described in and who executed the within instrument and acknowl-
edged 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.

Donna K. Rick
Donna K. Rick, Notary Public for Oregon.
My Commission Expires 7/24/79

16022

COVER