

53803

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

FORM No. 8-MORTGAGE

Vol. 78 Page 18513

TA 38-14821

THIS INDENTURE, Made the eleventh day of August, 1978,
between Jerry Alois Rajnus, Jr. and Margie A. Rajnus, husband and wife

as mortgagor, and Crocker National Bank as mortgagee,

valuable
WITNESSETH, That the said mortgagor for and in consideration of the sum of the receipt
and sufficiency of which is hereby acknowledged, Dollars (\$=====) to him
paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee, successors and
assigns those certain premises situated in the County of Klamath, and State of
Oregon, and described as follows:

PARCEL 1:

Township 41 South, Range 12 East Willamette Meridian.

Section 14: SE $\frac{1}{4}$ NW $\frac{1}{4}$

PARCEL 2:

Township 41 South, Range 12 East Willamette Meridian.

Section 14: SW $\frac{1}{4}$ NW $\frac{1}{4}$, less portion conveyed to Klamath County
for road.

- (B) MSA T. 1018' IN THE AMOUNT OF \$53,300.00
BLOWTSCOLA note executed and delivered by mortgagor to mortgagee
- (C) MSA T. 1018' IN THE AMOUNT OF \$53,300.00
BLOWTSCOLA note executed and delivered by mortgagor to mortgagee
- (D) MSA T. 1018' IN THE AMOUNT OF \$42,200.00
BLOWTSCOLA note executed and delivered by mortgagor to mortgagee
- (E) MSA T. 1018' IN THE AMOUNT OF \$102,300.00
BLOWTSCOLA note executed and delivered by mortgagor to mortgagee
- (F) MSA T. 1018' IN THE AMOUNT OF \$201,000.00
BLOWTSCOLA note executed and delivered by mortgagor to mortgagee

following is a summary of the said notes:

(2 \$50,000.00) in accordance with the terms of

THIS CONVEYANCE is intended as a mortgage to secure the payment of the said notes and interest thereon.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, heirs, assigns and assigns forever.

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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 successors and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of ---EIGHT HUNDRED THOUSAND, FOUR HUNDRED and no/100ths--- Dollars
 (\$ 800,400.00) in accordance with the terms of _____ certain promissory note of which the
 following is substantially a true copy, to-wit:

- (a) Promissory note executed and delivered by Mortgagor to Mortgagee May 1, 1978, in the amount of \$501,600.00.
- (b) Promissory note executed and delivered by Mortgagor to Mortgagee May 1, 1978, in the amount of \$205,300.00.
- (c) Promissory note executed and delivered by Mortgagor to Mortgagee May 1, 1978, in the amount of \$45,500.00.
- (d) Promissory note executed and delivered by Mortgagor to Mortgagee May 1, 1978, in the amount of \$23,300.00.
- (e) Promissory note executed and delivered by Mortgagor to Mortgagee May 1, 1978, in the amount of \$24,700.00.

101 1099

SECTION IV:

Domestic and Foreign Trade 13 233 21170000 1000000

5035-5155

REPORT ID: 354263

DOMESTIC AND FOREIGN BUREAU OF THE DEPARTMENT OF THE ARMY

БУДЕРН Т:

~~0106 T-200; 7/28/1964~~

~~This document contains information relating to the security of the United States~~

~~SECRET~~

~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED~~

~~MILWAUKEE~~ 1951 103 2314 1001501 101 104 IN CONSIDERATION OF THE FACT

ASTORIA 6

~~CONFIDENTIAL~~ CROCKETT AMOUNT 1000

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 31 19 79

LOW 10 8-10-50

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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 the acquisition, construction, improvement, or maintenance of real property (other than agricultural purposes) for business or commercial purposes.~~

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-wit:

That mortgagor is lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto, subject to a mortgage in favor of the Federal Land Bank of Spokane for \$80,000 dated December 12, 1972,

NOTICE

and that he will warrant and defend the same against the claims and demands of all persons whomsoever; That he will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force he will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That he will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. 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.

That so long as this mortgage shall remain in force he will keep the buildings now erected, or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$ in some company or companies acceptable to said mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof to said mortgagee.

NOW, THEREFORE, if the said mortgagor shall pay said promissory note and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

* IMPORTANT NOTICE: This document is subject to the Truth-in-Lending Act (15 U.S.C. 1601-1607) and Regulation Z (12 C.F.R. 226.1-226.26). 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.

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such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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 shall be taken to mean and include the plural, the masculine pronoun shall mean 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, the mortgagor has executed this instrument this 15th day of August, 1978, if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

MARGIE A. RAJNUS

STATE OF OREGON, County of Klamath, ss.
I, Margie A. Rajnus, being duly sworn, depose and say that the foregoing instrument was executed by the mortgagor, Jerry Alois Rajnus, Jr., on the 15th day of August, 1978, at Chico, Oregon, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Personally appeared the above named Jerry Alois Rajnus, Jr. who, being duly sworn, depose and say that the foregoing instrument was executed by the mortgagor, Jerry Alois Rajnus, Jr., on the 15th day of August, 1978, at Chico, Oregon, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Subscribed and acknowledged the foregoing instrument to be his voluntary act and deed, Dagmar Rajnus, Secretary of said corporation.

Notary Public for Oregon, Dagmar Rajnus, My commission expires March 1, 1982. (OFFICIAL SEAL)

MORTGAGE

JERRY ALOIS RAJNUS, JR.

MARGIE A. RAJNUS

TO

CROCKER NATIONAL BANK

P.O. Box 529, Chico, CA 95927

AFTER RECORDING RETURN TO

Crocker National Bank

P.O. Box 529

Chico, CA 95927

STATE OF OREGON,

County of Klamath, ss.

I certify that the within instrument was received for record on the 21st day of August, 1978, at 3:42 o'clock P.M., and recorded in book M78 on page 18513 or as file/real number 53803.

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. Milne
By Burton H. Hulse Recording Officer
Deputy

Fee \$12.00

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