

55054

THIS MORTGAGE, made this 25th day of July, 1978,
by Jasperan-Edgewood, Inc., A Family Corporation -
(to Bank of America National Trust and Savings Association, P. O. Box 518, Tulelake, California 95134 -

Mortgagor,
Mortgagee,
WITNESSETH, That said mortgagor, in consideration of Eight hundred thirty-six thousand one hundred thirty-nine 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:

SW 1/4 NW 1/4, W 1/2 SW 1/4 of Section 4; S 1/2 N 1/2 and S 1/2 of Section 5; S 1/2 NE 1/4, SE 1/4 of Section 7; All of Section 8; W 1/2, W 1/2 NE 1/4, NE 1/4 SE 1/4 of Section 9; SW 1/4, S 1/2 SE 1/4, NW 1/4 SE 1/4 of Section 15; All of Section 16; All of Section 17; E 1/4, N 1/2 NW 1/4 of Section 20; W 1/2, N 1/2 NE 1/4 of Section 21; E 1/4, N 1/2 NW 1/4 of Section 22; W 1/2, W 1/2 SE 1/4 of Section 23; W 1/2, W 1/2 E 1/4 of Section 24; E 1/4, NW 1/4 of Section 27; S 1/4 of Section 28; SE 1/4 of Section 29; NE 1/4 NE 1/4 of Section 34; N 1/2 NW 1/4, NW 1/4 NE 1/4 of Section 35, all in Township 37 South, Range 10 East, Willamette Meridian.

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 the promissory note^s, of which the following is a substantial copy:

- (1) Note dated July 15, 1977 with a balance of \$158,000.00.
- (2) Note dated January 19, 1978 for \$428,139.00.
- (3) Note dated July 25, 1978 for \$250,000.00.

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: August 1, 1979.

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 or may hereafter be on the premises of any part thereof superior to the lien of this mortgage; that he will keep the buildings and improvements 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; that he will not pay less than the original principal sum of the note or obligations secured by this mortgage, to any person or company except as may appear; all policies of insurance shall be delivered to the mortgagee and then to the mortgagee as the mortgagee may direct; 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 all such financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay the cost of all lien filing agencies as may be deemed desirable by the mortgagee.

NOT / TO BE USED FOR ANY PURPOSES OTHER THAN THE PURPOSES OF THE NATIONAL ARCHIVES

Each and all of the covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and all persons claiming by, through or under him or her respectively.

In construing this mortgage, it is construed to require the singular pronoun used in it generally all grammatical nouns, pronouns and all individuals, corporations or changes and successors, as the payment of the amount due under this mortgage, and apply the same, and that the mortgage or mortgagee may be more than one person; that if the word is taken to mean and include the plural, the masculine, the feminine and the neuter, it shall be made, construed and implied to make the provisions hereof apply equally to

Jespersen-Edgewood, Inc.

Secretary

IMPORTANT NOTICE Sale, by being and, which are hereby (a) or (b) a not available. It was not in the applicable and the copies of a condition, or each one of it, contained in the Transacting Act and English by the mortgagee MUST comply with the Act and Regulation by making required fields, for this purpose, in this Form No. 1333 or equivalent; if this instrument is NOT in a dwelling, and Wisconsin-Minnesota Form No. 1304, or equivalent.

COUNTY OF Stark Lyons

ON September 13

1978

Before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence C Jespersen 1978

Secretary [redacted] known to me to be the

of the **Jenspersen-Edgewood, Inc.**

the Corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal

Notary Public in and for said State.

4/24/2008 10:20 AM 61000000

● 中国书画函授大学肇庆分校建校二十周年纪念册

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SPACE RENEWAL

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RECORDS IN THE

[illegible]

Bank of America N.T.S.B.
P. O. Box 518
Tulelake, CA 95711

STATE OF OREGON

County of Klamath

SS

I certify that the within instrument was received for record on the 15th day of September, 1978, at 3:20 o'clock P. M., and recorded in book M78 on page 20483 or as file/rel number 55054.

Witness my hand and seal of
County affixed.

Wm. D. Milne

Title

By Benjamin H. Hetch Deputy

Fee \$6.00