

5518

15th

day of

September

, 1978.

THIS MORTGAGE, Made this 15th day of September, 1978,

by Louis D. Calkins &amp; Violet M. Calkins

Vol. 78 Page 21033

Mortgagor.

Padcock Real Estate Co.

Mortgagee.

WITNESSETH, That said mortgagor, in consideration of One thousand & 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:

The W's of lot 13, Block 2, Bryant Tracts No. 2

Together with all and singular lots, premises, buildings and appurtenances thereto belonging or in anywise appertaining, and which said premises forever shall be appertained and the rents, issues and profits therefrom, and any and all fixtures upon said premises and other items of the expenses of the ownership of the described real estate shall remain during the term of this mortgage.

TYPED NAME: LOUIS D. CALKINS

The mortgagee is authorized to make the payment of all the principal note, of which the following is a substantial copy:

\$ 1,000.00

Klamath Falls, Oregon

15 February, 1978

I, the undersigned, do hereby make my monthly and yearly, promise to pay to the order of Padcock Real Estate Co.

at 2972 S. 6th St., Klamath Falls, Or.

One thousand &amp; no/100----- DOLLARS,

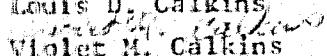
500

Due Date

and paid; interest to be paid

with interest accruing at the rate of six percent per annum from Due Date and paid; interest to be paid at any time if the note is paid in the hands of an attorney for collection. It is further understood and agreed that the undersigned shall be liable for reasonable attorney's fees and collection costs, even though no suit be instituted for collection. However, if it is found in an action for collection of such reasonable attorney's fees shall be taxed by the court, or costs are awarded against the undersigned, the undersigned shall be responsible for the same and the attorney's fees and collection costs shall be taxed by the court, if no suit is filed.

This Note is payable on or before  
September 15, 1979

  
 Louis D. Calkins  
  
 Violet M. Calkins

Schoenstedt Publishing Co., Portland, Ore. 52

WORKING NO. 888-00000000000000000000

The due date of maturity of the above note is the date on which the last scheduled principal payment becomes due, namely, 15 September, 1979.

The undersigned is aware that the principal amount of the note represented by the above described note and this mortgage are for agricultural purposes. Plots held for agricultural purposes (see Important Notice below).

If purchased by a non-agricultural purchaser, the undersigned, nevertheless, retains the right to use the property for non-agricultural purposes.

The undersigned, as maker, and made subject to a prior mortgage on the above described real estate made by

Louis D. Calkins & Violet M. Calkins

I.V. Smirnov & Irene Smirnov

dated

thereof, or as

and incorporated in the amounts and in the manner provided in Note . At page , in accordance with the mortgage records.

Notwithstanding the above provision, the undersigned agrees to pay the unpaid amount of the principal sum of \$ , and the unpaid interest thereon is paid

in full, together with all other charges, costs and expenses incurred thereby, hereinabove, for services, are called

general and special costs, and other obligations incurred thereby, hereinabove, for services, are called

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that such other demand or the amount due from time to time unpaid, in an amount not less than \$500, in a company or companies incorporated in the state of Oregon, with due guarantee first to the holder of the said first mortgage; second, to the mortgagor himself and third to the other persons at their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance shall rest showing the amount of said insurance shall be delivered to the trustee named in this instrument. Now if the mortgagor fails to pay the sum payable herein and such insurance and/or policies and/or guarantees as aforesaid at least fifteen days prior to the expiration of any period of grace given by the holder of the first mortgage and holding the mortgage in trust to procure the same at mortgagor's expense that the holder of the first mortgage will release the building and improvements and premises in good repair and will not commit or suffer any waste or such possession, for the defense and removal of property as given off the security for this mortgage, then at the request of the mortgagor, the holder of the first mortgage will release the property in returning over certain financial instruments pursuant to the Uniform Commercial Code, in conjunction therewith holding judgment and costs for doing the same in the proper public office or offices, as well as the cost of all expenses incurred in connection therewith.

Now, therefore, all said mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the costs accrued thereby according to the terms, this conveyance shall be void, but otherwise shall remain unbroken, the performance of all of said covenants and the payment of the note secured hereby; it being agreed between the parties that if the holder of the note or any part thereof be taken to foreclose any lien on said premises or any part thereof, the mortgagor shall be liable for all costs of such action and the whole amount unpaid on said note or on this mortgage at once due and payable, and the conveyance shall be nullified in any event thereafter. And if the mortgagor shall fail to pay any taxes or charges which may be levied upon the property or premises set forth above, as provided for, or fail to do or perform anything required of him by said first mortgage, the mortgagor further, at his election, shall have the right to make such payments and to do and perform the acts required of him in a sum of \$1000.00 toward the principal amount, together with the cost of such performance shall be added to and becomes part of any right existing in the mortgagor to the principal and interest at the same rate as the note secured hereby without waiver, and all sums paid by the mortgagor or any other in whose behalf the mortgagor directs to repay any sum so paid by the mortgagor. In the event of any action being commenced to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by plaintiff's counsel and attorney's fees, and also expenses of trial, for itself and its agent and to an amount in excess of any judgment or decree entered which amount shall then stand to be recovered by the holder of this mortgage and included in the decree of foreclosure.

And in witness whereof, the parties hereto have affixed their signatures and seals thereto and bind the heirs, executors, administrators and

successors of each respectively, to the intent and purpose, making and giving of this instrument during the continuance of each foregoing, and apply the same, after first being read, signed and acknowledged, before the payment of the amount due under this mortgage.

In witness wherefore, the parties hereto, doth acknowledge that the mortgagor or mortgagors may be more than one person; that if the contract of marriage shall terminate, changes shall be made, understood and accepted to make the provisions herein apply equally to corporations and to individuals.

IN WITNESS WHEREOF, I, the undersigned, have hereunto set my hand the day and year first above written.

*Edward L. Collier*  
Edward M. Collier

IMPORTANT NOTICE: Doctor, Dr. Henry C. and Dr. John W. Thompson, half or full time employees of the University of Oregon, and the trusteeship is a corporation, as well as all in defined in the Constitution and Legislation. 2. the mortgagor, H.A.C., originally went into this and thereafter is making regular payments for this corporation, see University Bill Form No. 7300 as evidence.

#### STATE OF OREGON

County of *Klamath*

BUT IT IS REMEMBERED, That on this 16 day of September, 1975, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

*Edward L. Collier*  
Notary Public for Oregon  
My Commission expires March 4, 1980

Witness for you as the above identified individual so described in and who executed the within instrument and acknowledged 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.

*Edward L. Collier*  
Notary Public for Oregon  
My Commission expires March 4, 1980

## SECOND MORTGAGE

NOTICE NO. 1038

#### STATE OF OREGON

County of *Klamath* ss.

I certify that the within instrument was received for record on the

22nd day of September, 1975,

at 3:49 o'clock P. M., and recorded

in book 478, on page 21033, or as

file/reel number 55418.

Record of Mortgages of said County.

Witness my hand and seal of

County aforesaid,

*Wm. D. Milne*

Title:

in Consideration of which Deputy

Fee \$6.00

*Edward L. Collier*  
Notary Public  
for Oregon