

TC

56043

THIS MORTGAGE, Made this 29th day of September, 1978,  
by JERRY A. RAJNUS and MARGIE RAJNUS, as Tenants in Common,  
to JERRY V. RAJNUS and HELEN RAJNUS

Mortgagor,

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of ---Thirty-three Thousand Five 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:

The NE 1/4 of Section 14, Twp. 41 S.R. 12 E.W.M., Klamath County, Oregon,

Together with a perpetual non-exclusive easement in the existing irrigation and drainage ditches on the Mortgagees' adjacent lands which service the property herein mortgaged.

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

\$33,500.00

Malin, Oregon

September 29,

1978

Each of the undersigned promises to pay to the order of Jerry V. Rajnus and Helen Rajnus  
at Malin, Oregon

--Thirty-three Thousand Five Hundred and no/100-- DOLLARS,

with interest thereon at the rate of six percent per annum from September 29, 1978 until paid, payable in annual installments, at the dates and in amounts as follows: Not less than \$6,500.00 on the 2nd day of January, 1979 and not less than \$6,500.00 on the 2nd day of each January thereafter

interest shall be paid annually and \* is included in the payments above required, which shall continue until this note, principal and interest, is fully paid; if any of said installments is not so paid, the whole sum of both 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, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

No part of this note may be prepaid prior

to January 2, 1979. kThereafter any part or all

may be prepaid at any time without penalty.

Jerry A. Rajnus  
Margie Rajnus

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.

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MORTGAGE

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The mortgagor certifies that the proceeds of the loan are to be used for the following purposes: 2200  
(a) primarily for mortgagee's personal, family, household or agricultural purposes (see important Notice below);  
(b) for the purchase of property or mortgagee is a natural person, not for business or commercial purposes (see important Notice below).  
(c) agricultural purposes. (Above not applicable to this transaction).  
Now, therefore, it is agreed:

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 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 the said mortgage and the proceeds thereof and assigns of said mortgage.

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.

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

Jerry A. Rainus

Margie Rainus

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

# MORTGAGE

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STATE OF OREGON,  
County of Klamath

I certify that the within instrument was received for record on the 3rd day of October, 1917, at 3:05 o'clock P.M., and recorded in book M78 on page 22008 or as file number 56043

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

Wm. D. Milne

County Clerk.....Title:

Title:

Br. Lemutha Gulick

Fee \$6,000 Deputy.

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

Henry Baptem  
 Dec. 24 Ref 32  
 Napalin Choe  
 41632

**STATE OF OREGON,**

BE IT REMEMBERED, That on this 2nd day of September OCTOBER, 1978, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named, Jerry A. Rajnus and Margie Rajnus, as Tenants in Common,

known to me to be the identical individuals 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.

Vaclav Kalina

Notary Public for Oregon  
My Commission expires June 1st, 1982

FORM NO. 1027-10010100-000 1001 1001 1001