

(Revised 1954)

57137

Vol. <sup>M78</sup> Page 23734

THIS MORTGAGE, Made this  
by Larry Opbroek and Emily Opbroek day of Sep 30, 1978,  
to Bill Hay Associates, a Corporation Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Five thousand  
(\$5,000.00) Dollars, to him paid by said mortgagee, does hereby  
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-  
tain real property situated in Klamath County, State of Oregon, bounded and described as  
follows, to-wit:

Lot 6, in Block 4 of Second Addition to Moyina according to the  
official plat thereof on file in the office of the County Clerk of  
Klamath County, Oregon.

PLAT OF GRANT

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

\$ 5,000.00 Klamath Falls, OR Sep 30, 1978  
Ninety days after date, I (or if more than one maker) we jointly and  
severally promise to pay to the order of Bill Hay Associates, a corporation  
at 4838 N.E. Sandy Blvd, Portland, OR  
Five Thousand and no/100----- DOLLARS,

with interest thereon at the rate of 9% per annum from Sep 30, 1978 until paid; interest to be paid  
monthly and if not so paid, all principal and interest, at the option of the holder of this note, to become im-  
mediately due and collectible. Any part hereof may be paid at any time. 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; 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.

Larry Opbroek  
Emily Opbroek

FORM No. 216—PROMISSORY NOTE.

STEVENS-NESS LAW FEE CO., PORTLAND, ORE.

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(s), principal and interest, according  
to the terms thereof; that while any part of said note(s) 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(s) 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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the  
sum of \$\_\_\_\_\_ in such company or companies as the mortgagee may designate, and will have all policies of insur-  
ance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said  
premises to the mortgagee as soon as insured; 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.

23735

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) 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 of said covenants and the payment of said note(s); it being agreed that a failure to perform any covenant herein, or if 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(s) 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(s) 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. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note(s) shall be included in the lien of this 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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 and seal the day and year first above written.

Executed in the presence of

*Larry Opbrock*  
Larry Opbrock

(SEAL)

*Emily Opbrock*  
Emily Opbrock

(SEAL)

(SEAL)

(SEAL)

# MORTGAGE

(FORM NO. 105A)

Larry Opbrocks

Emily Opbrock

TO

Bill Hay Associates

an Oregon Corporation

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 23rd day of October 1978, at 2:03 o'clock P. M., and recorded in book M78 on page 23734, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk-Recorder.

By *James H. Black*

Fee \$6.00

Deputy.

STEVENS-NESS LAW PUB. CO., PORTLAND

WHEN RECORDED, RETURN

Bill Hay Associates

4838 NE Sandy Blvd

Portland, Oregon 97213

STATE OF OREGON,

County of COQUILLE

ss.

BE IT REMEMBERED, That on this 28th day of September, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Larry Opbrock and Emily Opbrock

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.

*Allen H. Harty*

Notary Public for Oregon, WASHINGTON.

My Commission expires 2-1-82