

60678

MTC 7301

Vol. 79 Page 539

This Agreement, made and entered into this

5th

day of

January

1979

by and between

VANE J. DAY and BETTY L. DAY, husband and wife,
hereinafter called the vendor, and

JOHN R. MILLER and JOHN PATTON,
hereinafter called the vendee.

WITNESSETH

that the vendor agrees to sell to the vendee, and the vendee agrees to buy from the vendor, all of the following described property situated in Klamath County, State of Oregon, to-wit:

PARCEL 1: Lots 27, 28 and 29, less the Southerly 80 feet as described in Deed Volume 73, page 126 and Deed Volume 87, page 361, in Block 24 of INDUSTRIAL ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: Beginning at a point 40 feet Northerly from the Southwest corner of Block 24 of INDUSTRIAL ADDITION to the City of Klamath Falls, Oregon; thence Northerly along the East side of Oak Street 40 feet; thence Easterly perpendicular to Oak Street 81 feet; thence Southerly parallel to Oak Street 40 feet; thence Westerly perpendicular to Oak Street 81 feet to the place of beginning, being a portion of Lots 27 and 28 and 29, in Block 24 of INDUSTRIAL ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof, County Clerk, Klamath County, Oregon.

at and for a price of \$16,000.00

of this agreement, the receipt of which is hereby acknowledged; \$6,000.00 at the time of the execution of this agreement, and the balance of \$10,000.00 with interest at the rate of 10% per annum from January 25, 1979, payable in installments of not less than \$250.00 per month inclusive of interest, the first installment to be paid on the 25th day of February 1979, and a further installment on the 25th day of every month thereafter, until the full balance is paid.

The entire balance, both principal and interest, to be paid in full on or before the 25th day of February, 1982.

The vendor agrees to make said payments promptly, on the dates above named to the order of the vendor, or the survivors of them, at the Klamath First Federal Savings and Loan Association at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than full ins. value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendors copy to Vendees that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind. Taxes to be prorated as of January 25, 1979.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property as of January 25, 1979.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as set forth in said Warranty Deed

which vendee assumes, and will place said deed together with one of these agreements in escrow at the Klamath First Federal Savings & Loan Association at Klamath Falls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revert in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay (reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

It is understood by the parties that there is a certain Mortgage, given to secure an indebtedness with interest thereon, dated March 22, 1978, recorded Marcy 27, 1978, in Vol. M78, page 5764; records of Klamath County, Oregon, wherein Vane J. Day and Betty L. Day, who took title as Betty L. Friend, are Mortgagor, and Certified Mortgage Co., an Oregon corporation, is Mortgagee. The beneficial interest thereof was assigned by instrument dated April 20, 1978, recorded April 21, 1978, in Vol. M78, page 7831, records of Klamath County, Oregon, to Taylor Cooper or Betty Cooper, husband and wife, which Mortgage shall be the sole obligation of the Sellers herein and Sellers agree that said mortgage shall be paid in full prior to the payoff of this Contract of Sale.

WITNESS THE HANDS of the parties the day and year first herein above written.

Return to MTC

Betty L. Day
John R. Miller
John A. Patton

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 5th day of January, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named VANE J. DAY and BETTY L. DAY, husband and wife, and JOHN R. MILLER and JOHN PATTON.

known to me to be the identical individual S. described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

NOTARY PUBLIC
STATE OF OREGON

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Judy Bluhau
Notary Public for Oregon
My Commission expires 8-23-81

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NEBE LAW PUB. CO., PORTLAND, ORE.

541

STATE OF OREGON; COUNTY OF KLAMATH; ss.
 Filed for record at request of Mountain Title Co.
 this 8th day of January A. D. 1929 at 11:40 clock A. M., and
 duly recorded in Vol. M79, of Deeds on Page 539

Wm D. MILNE, County Clerk
 By Bernetha Heloach
 Fee \$9.00

21
76

50679
57290

THE MORTGAGOR

MTC 7086
NOTE AND MORTGAGE

Vol. M79 Page 542
78 Page 2397

Fee \$9.00

WILLARD F. NELSON AND CONSTANCE B. NELSON, husband and wife
 mortgages to the STATE OF OREGON, represented and

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57290

NOTE AND MORTGAGE
L66 28.00

Vol. 779 Page 542
Page 2377

WILLARD F. NELSON AND CONSTANCE B. NELSON, husband and wife

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath

The Northerly one-half of the following described real property, to wit:

A tract of land situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian in Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which lies North 89° 40' East along the forth line a distance of 780.0 feet and North 1° 02' West a distance of 298.4 feet from the iron pin which marks the intersection of 4th Avenue and 4th Street of ALTAMONT ACRES, which point of intersection is also the Southwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian and running thence; North 89° 40' East a distance of 224.4 feet to an iron pin which lies on the Westerly right of way line of the U.S.R.S. drain ditch; thence North 4° 22' West along the said Westerly right of way line of the U.S.R.S. Drain a distance of 128.8 feet to an iron pin; thence South 89° 40' West a distance of 216.7 feet to an iron pin; thence South 1° 02' East a distance of 128.4 feet more or less to the point of beginning, said tract being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian in Klamath County, Oregon.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1977, Make/Fleetwood, Serial Number/2434XXXXXX WAFL2A752310553

Size 24 x 60, together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter planted or growing thereon; and any replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land, and all of the rents, issues, and profits of the mortgaged property;

to secure the payment of Forty Thousand Nine Hundred and no/100 (\$40,900.00), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Forty Thousand Nine Hundred and no/100 Dollars (\$40,900.00), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum until such time as a different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows:

\$291.00 on or before January 1, 1979 and \$291.00 on the 1st of each month thereafter, plus one-twelfth of the ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest and advances shall be fully paid, such payments to be applied first as interest on the unpaid balance, the remainder on the principal.

The due date of the last payment shall be on or before December 1, 1998.

In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.

This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at Klamath Falls, Oregon October 25 1978

Willard F. Nelson
Constance B. Nelson

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this covenant shall not be extinguished by foreclosure, but shall run with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES:

1. To pay all debts and moneys secured hereby;
2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolition of any buildings or improvements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in accordance with any agreement made between the parties hereto;
3. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
4. Not to permit the use of the premises for any objectionable or unlawful purpose;
5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
6. Mortgagee is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the advances to bear interest as provided in the note;
7. To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other hazards in such company or companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires.

8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same to be applied upon the indebtedness;

9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;

10. To promptly notify mortgagee in writing of a transfer of ownership of the premises or any part or interest in same, and to furnish a copy of the instrument of transfer to the mortgagee; a purchaser shall pay interest as prescribed by ORS 407.070 on all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and effect.

The mortgagee may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expenditures made in so doing, including the employment of an attorney to secure compliance with the terms of the mortgage or the note shall draw interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagor without demand and shall be secured by this mortgage.

Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified in the application, except by written permission of the mortgagee given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this mortgage subject to foreclosure.

The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising from a breach of the covenants.

In case foreclosure is commenced, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs incurred in connection with such foreclosure.

Upon the breach of any covenant of the mortgage, the mortgagee shall have the right to enter the premises, take possession, collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to the appointment of a receiver to collect same.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations which have been issued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

The mobile home described on the face of this document is a portion of the property secured by this Note & Mortgage.

sh. 7.
C 70

This mortgage is being rerecorded because of an error in the serial number of the mobile home.
This is one and the same mortgage as filed for recording, dated October 24, 1978, and recorded October 25, 1978, in M78, page 23977, Microfilm records of Klamath County.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 25 day of October 1978

Willard F. Nelson (Seal)
Constance B. Nelson (Seal)
Constance B. Nelson (Seal)

ACKNOWLEDGMENT

STATE OF OREGON, County of Klamath ss.
Before me, a Notary Public, personally appeared the within named Willard F. Nelson and Constance B. Nelson, his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS by hand and official seal the day and year last above written.

Donna K. Rick
NOTARY PUBLIC-OREGON
My Commission Expires 11/1/79

MORTGAGE

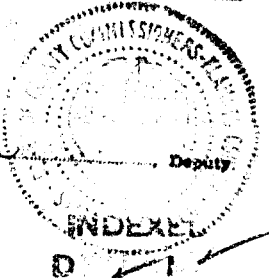
FROM STATE OF OREGON, County of Klamath TO Department of Veterans' Affairs P00224

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages, No. M78, Page 23977, on the 25th day of October, 1978. W. D. MILNE Klamath County Clerk
By Bernetha Hetch Deputy.

Filed October 25, 1978 at 11:53 AM
Klamath Falls, Oregon
County of Klamath

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
General Services Building
Salem, Oregon 97310

Fee \$6.00



544

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Mountain Title Co

this 8th day of JANUARY

A. D. 1979 at 11:44 o'clock A M., or
fully recorded in Vol. 479, of Mortgages on Page 542

Wm D. MILNE, County Clerk

By Bernetha M. Dutsch

Fee \$9.00

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Vol. 79 Page 545

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779 JAN 9 PM 1 47

Vol. ^m79 Page 545

STANDARD FORM

ORDER FROM

PULL-A-PART BUSINESS FORMS
CHICAGO, ILL. PHONE: 841-3266

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for filing.
- Remove Secured Party and Debtor copies and send other 3 copies with interlined carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, inventory, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of possessor.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return a copy of this form to the secured party. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

1. FINANCING STATEMENT is presented to a filing officer for filing.

Debtor (Last Name First) and address (es)
 Empire Building Supply, Inc.
 111 Spring Street
 Klamath Falls, Oregon 97601

2. Secured Party (ies) and address (es)
 SECURITY CAPITAL LEASING, INC.
 312 South Fourth Street
 Louisville, Kentucky 40202
 "Owner-Lessor"

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office):

This financing statement covers the following type(s) of property: **OWN: \$200.00**
 One (1) lot CHILDS store fixtures, shelving, equipment and accessories. See attached detailed Schedule A. This equipment to be located at 111 Spring Street, Klamath Falls, Klamath County, Oregon 97601.

5. Assignee(s) of Secured Party and Address(es):

This statement is filed without the debtor's signature to perfect a security interest in collateral (check ☒ if so)
 which is proceeds of the original collateral described above in which a security interest was perfected:
 which is proceeds of the original collateral and also covered: ☐ Proceeds of Collateral are also covered: ☐ Proceeds of Collateral are not covered: No. of additional Sheets presented:

Filed with: Klamath County Recorder

Empire Building Supply, Inc. (Lessor)
 by X Dale Woods (Signature(s) of Debtor(s))

SECURITY CAPITAL LEASING, INC. (Lessor)

[Signature]
 (Signature(s) of Secured Party(ies))

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy — Alphabetical

EXHIBIT "A" - SCHEDULE OF EQUIPMENT

546

PAGE 1 OF 3 PAGES.

FORMING PART OF LEASE AGREEMENT NO. 2193 SF BETWEEN Empire Building Supply, Inc.
 LESSOR, AND SECURITY CAPITAL LEASING, LESSOR.
 EQUIPMENT LOCATED AT: 111 Spring Street, Klamath Falls, Klamath Cty., Oregon 97601

QUANTITY	DESCRIPTION OF LEASED EQUIPMENT (Hereinafter Called "equipment") Make, Model #, Serial #, Other Identification.
	One (1) lot CHILDS store fixtures, shelving, equipment and accessories as follows:
13	W22-9648 Starter
57	W22-9648 Add on
4	W22-9636 Add on
1	W16-5448 Add on
21	W14-6036 Starter
2	W16-5448 Starter
4	G18-6048 Starter
15	G18-6048 Add on
6	G18-6648 Starter
27	G18-6648 Add on
8	G18-7848 Starter
39	G18-7848 Add on
2	STG-18-6048 Starter
6	STG18-6048 Add on
1	STG18-6648 Starter
5	STG18-6648 Add on
1	STG18-7848 Starter
5	STG18-7848 Add on
3	BP-4748 Peg back-54
21	BP-5336 Peg back-60
2	CPE 3496 Box corner
43	SC1248-4 Shelves
194	SC1448-4 "
155	SC1648-4 "
122	SC1848-4 "
36	SC2048-4 "
5	SC2248-4 "
42	SC1236-3 "
4	SC1436-3 "
4	SC1636-3 "
2	SC1836-3 "
4	SL1448-4NT Shelves
5	GSF 12-48 Glass frame
26	GSF 14-48 " " "
8	GSF 16-48 " " "
4	GSF 14-36 " " "
2	GSF 16-36 " " "
3	WCS 96 Starter canopy
22	WCS 96 Add on "
4	WCS 36 Add on "

JK
12.14