

This Indenture, made this

day of

February

1979

between

Richard P. Sumner and Marcia R. Sumner, Husband and Wife

Vol. 119

Page

4906

hereinafter called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a national banking association, hereinafter called "Mortgagee" whose address is 601 Main St., Klamath Falls Branch, Klamath Falls, Oregon 97601

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in Klamath County, Oregon, to wit:

"See proposed real property mortgage attached hereto and by this reference incorporated herein."

This document is being re-recorded to correct the legal description.

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining; also all such apparatus, equipment and fixtures now or hereafter situate on said premises, as are ever furnished by landlords in letting unfurnished buildings similar to the one situated on the real property hereinabove described, including, but not exclusively, all fixtures and personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating or irrigating; linoleum and other floor coverings attached to floors, and shelving, counters, and other store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property or any part thereof.

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he is the absolute owner of the said personal property, that the said real and personal property is free from encumbrances of every kind and nature, and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor kept and performed, and to secure the payment of the sum of \$ Twenty Five Thousand and 00/100

and interest thereon in accordance with the tenor of a certain promissory note executed by Richard P. Sumner and Marcia R. Sumner, Husband and Wife

dated February 12, 19 79, payable to the order of the Mortgagee in installments not less than \$ 25,000.00, each, including interest, on the 25th day of each month commencing March 25, 19 79, until February 25, 1994, when the balance then remaining unpaid shall be paid.

The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

1. That he will pay, when due, the indebtedness hereby secured, with interest, as prescribed by said note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.

2. That he will not commit or permit strip or waste of the said premises or any part thereof; that he will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that he will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that if any of the said property be damaged or destroyed by any cause, he will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mort-

gagee shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.

3. That he will, at his own cost and expense, keep the building or buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof, insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required, shall contain such provisions as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the ex-

piration of any policy or policies he will deliver to the Mortgagee satisfactory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provision by which the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the performance of such condition or the existence of any facts or the value of the property insured and, if it shall appear to the Mortgagee that the insurance is prejudiced by the acts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagee will do such acts and things and obtain such further insurance as the Mortgagee may require; that the Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagee.

5. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagee may, at its option, but without any obligation on its part to do so, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 10% per annum and shall be secured hereby.

6. That he will not, without the prior written consent of Mortgagee, transfer his interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may, in its discretion, impose a service charge not exceeding one percent of the original amount of the indebtedness hereby secured and may increase the interest rate on the indebtedness hereby secured by not more than one percent per annum.

7. That, if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

8. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

9. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagee shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payment or grant renewals of indebtedness hereby secured for any term, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the last address actually deposited in any post office, station or letter box.

IN WITNESS WHEREOF, said Mortgagor has executed this indenture the day and year first above written.

Richard P. Sumner
Marcia R. Sumner

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of _____) ss.
19____

Personally appeared _____

and _____

who being duly sworn, did say that he, _____

is the _____

and he, _____

is the _____

of _____

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation (provided said corporation has such seal) and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

(Seal)

STATE OF OREGON

County of Klamath, ss.

February 12, 1979

19____

Personally appeared the above named

Richard P. Sumner & Marcia R. Sumner

and acknowledged the foregoing instrument to be their voluntary act and deed.

(SEAL) Notary Public for Oregon
My commission expires: April 8, 1980

MORTGAGE

AFTER RECORDATION RETURN TO:
FIRST NATIONAL BANK OF OREGON

3208

EXHIBIT "A"

A piece or parcel of land situate in the Southeast quarter of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the center line of the U.S.B.R. #A-7 K Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, from which the iron monument marking the Southeast corner of said Section 24 bears North $89^{\circ} 16' 50''$ East 890.1 feet distant thence South $89^{\circ} 16' 50''$ West along said fence line 20.0 feet to an iron pin reference monument thence continuing South $89^{\circ} 16' 50''$ West 300.0 feet; thence South $89^{\circ} 16' 50''$ West 702.4 feet; thence North $0^{\circ} 12' 50''$ West 50" West along an old existing fence 1061.6 feet to an iron pipe; thence North $1^{\circ} 27' 50''$ East along said old existing fence 68.9 feet to an iron pin on the centerline of the U.S.B.R. #1-C-1 Lateral as the same is presently located and constructed; thence along the centerline of the 1-C-1-C Lateral the following courses and distances; South $87^{\circ} 27'$ East 266.6 feet and South $48^{\circ} 34' 20''$ East 1700.4 feet, more or less, to the intersection with the centerline of the A-7 (K) Lateral the following courses and distances: South $31^{\circ} 32' 10''$ West 116.6 feet, South $11^{\circ} 31'$ West 205.3 feet, South $2^{\circ} 18'$ West 299.1 feet, and South $49^{\circ} 18'$ East 454.5 feet, more or less. to the point of beginning.

SAVING AND EXCEPTING THEREFROM that portion conveyed to United States of America for laterals by Deed Volume 24, page 131, Records Klamath County, Oregon.

ALSO EXCEPTING THEREFROM a piece or parcel of land situate in the Southeast quarter of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the centerline of the U.S.B.R. #A-7 (K) Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, from which the iron monument marking the Southeast corner of said Section 24 bears North $89^{\circ} 16' 50''$ East 890.1 feet distant; thence South $89^{\circ} 16' 50''$ West along said fence line 20.0 feet to an iron pin reference monument; thence continuing South $89^{\circ} 16' 50''$ West along said fence line 962.0 feet which is a point of beginning; thence North $0^{\circ} 12' 50''$ West 150.0 feet; thence South $89^{\circ} 16' 50''$ West 702.40 feet; thence South $0^{\circ} 12' 50''$ East along an old existing fence 150.0 feet; thence East along the South line of Section 24, 702.4 feet to the point of beginning.

AND beginning at the intersection of the centerline of the U.S.B.R. #A-7 (K) Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, from which the iron monument marking the Southeast corner of said Section 24 bears North 89° 16' 50" East 890.1 feet distant; thence South 89° 16' 50" West along said fence line 20.0 feet to an iron pin reference monument; thence continuing South 89° 16' 50" West along said fence line 962.0 feet; thence North 0° 12' 50" West 150.0 feet to point of beginning; thence North 0° 12' 50" West 150.0 feet; thence South 89° 16' 50" West 2.4 feet; thence South 0° 12' 50" East along an old existing fence 150.0 feet; thence North 89° 16' 50" East 702.4 feet to point of beginning.

TOGETHER WITH an easement over a parcel of land situate in the N½NE¼ of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the North line of Section 25, 774.9 feet East from the North quarter corner thereof; thence South 0° 27' East to a point on the North line of the County Road; thence North 89° 33' East along the North line of the County Road 60 feet to a point; thence North 0° 27' West to a point on the North line of said Section 25; thence West along the North line of Section 25, 60 feet, more or less, to the point of beginning.

TOGETHER WITH a proposed road easement over and across the Southeast quarter of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at the intersection of the centerline of the U.S.B.R. #A-7 (K) Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, from which the iron monument marking the Southeast corner of said Section 24 bears North 89° 16' 50" East 890.1 feet distant; thence South 89° 16' 50" West along said fence line 20.0 feet to an iron pin reference monument; thence continuing South 89° 16' 50" West along said fence line 902.0 feet to the true point of beginning; thence continuing South 89° 16' 50" West a distance of 300.0 feet; thence North 89° 16' 50" East a distance of 60.0 feet; thence South 0° 12' 50" East a distance of 300.0 feet to the true point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Trans America

this 13 day of Feb A. D. 1979 at 3:30 o'clock P. M., and

duly recorded in Vol. M79, of Deeds on page 3519

WM. D. MILNE, County Clerk

INDEXED

By Bernard A. Hetch

Fee \$8.00 1

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 6th day of March A.D., 1979 at 8:46 o'clock A M., and duly recorded in Vol. M79 of Mortgages on Page 4906.

FEE None

WM. D. MILNE, County Clerk

By Bernard A. Hetch Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of March A.D., 1979 at 3:42 o'clock P M., and duly recorded in Vol. M79 of Mortgages on Page 6788.

FEE \$12.00

WM. D. MILNE, County Clerk

By Bernard A. Hetch Deputy