

65046

THIS MORTGAGE, Made this 23rd day of February, 1979, between
 Gienger Enterprises, Inc., and Champion Realty Corporation, a Corporation,
 duly organized and existing under the laws of the State of Oregon,
 Mortgagor, and Champion Realty Corporation, a Delaware Corporation,
 hereinafter called the Mortgagee,
 WITNESSETH, That said mortgagor, in consideration of Twenty thousand eight hundred
 and no/100-----Dollars, to it paid by said mortgagee, does hereby grant, bargain,
 sell and convey unto said mortgagee, his heirs, executors, administrators, successors and/or assigns, that certain
 real property situated in Klamath County, State of Oregon, bounded and described as follows:

Commencing at a point 1650 feet West of the quarter section corner
 common to Sections 10 and 11, Township 36 South, Range 10 East of
 the Willamette Meridian; thence due South a distance of 1740 feet;
 thence West a distance of 990 feet, more or less, to the West line
 of said SE $\frac{1}{4}$ of said Section 10; thence North along the West line of
 said SE $\frac{1}{4}$ 1740 feet to the center of said Section 10; thence East
 along the North line of said SE $\frac{1}{4}$ of said Section 10, 990 feet, more
 or less, to the place of beginning.

EXCEPTING THEREFROM any portion lying Northeasterly of the Sprague
 River, (for easement see reverse side of this mortgage)

Subject, however, to the following:
 1. Rights of the public and of governmental bodies in that portion
 of the above described property lying below the high water mark of
 Sprague River and the ownership of the State of Oregon in that portion
 lying below the high water mark thereof.

2. Rights of the public in and to any portion of said premises lying
 within the limits of roads and highways.

3. An easement created by instrument, including the terms and
 provisions thereof, dated January 6, 1940, recorded in Book 127 Page 271

Dated January 6, 1940, in favor of The California Oregon Power Company
 for Pole lines

(No specific location given)

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, successors and/or assigns forever.

This mortgage is intended to secure the payment of a promissory note of which the
 following is a substantial copy:

\$20,800.00

Klamath Falls, Oregon

February 23, 1979

The undersigned corporation promises to pay to the order of Champion Realty Corporation,
 a Delaware Corporation at U. S. National Bank, Chiloquin Branch,
 Twenty thousand eight hundred and no/100-----DOLLARS,

with interest thereon at the rate of 8 $\frac{1}{2}$ percent per annum from March 6, 1979, until paid,
 payable in monthly installments of not less than \$260.00 in any one payment; interest shall be
 paid monthly

and in addition to the minimum payments above required; the first payment
 to be made on the 6th day of April, 1979, and a like payment on the 6th

day of each month thereafter, until the whole sum, principal and interest, has been 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, the under-
 signed 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 ap-
 peal 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.

Prepayment without penalty.

This note secures a Mortgage of

GIENGER ENTERPRISES, INC.

even date. By *[Signature]* President

By *[Signature]* Secretary

No. *[Blank]*
 * Strike words not applicable.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators, successors and/or assigns, that
 it 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 it will pay said note, principal and interest, accord-
 ing to the terms thereof; that while any part of said note remains unpaid it 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 it 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 it 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 it 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.

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 of said covenants and the payment of said note; it being agreed that upon 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 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 claim 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 such 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 and bind the heirs, executors, administrators, successors and/or 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 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.

TOGETHER WITH an easement for ingress and egress over the Southerly 30 feet of Lot 14, SPRAGUE RIVER VILLAGE, as set forth in instrument recorded March 22, 1971 in Book M-71 at page 2383 and re-recorded March 24, 1971 in Book M-71 at page 2432, Microfilm Records.

IN WITNESS WHEREOF, GIENGER ENTERPRISES, INC., an Oregon Corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this February 23, 1979.

GIENGER ENTERPRISES, INC.

By Leroy Glenger President

By Elvina P. Glenger Secretary

MORTGAGE
Corporation
(FORM No. 75A)

TO _____

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 4th day of April, 1979, at 3:26 o'clock P.M., and recorded in book M79 on page 7428 or as filing fee number 65046.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne
County Clerk

By Donna H. Block Deputy
Fee \$6.00
STEVENS-NEER LAW FIRM, CO., PORTLAND, ORE.

(ORS 93.490)

STATE OF OREGON, County of Klamath) ss. February 23, 1979

Personally appeared Leroy Glenger and Elvina P. Glenger who being duly sworn (or affirmed) did say that they are the

President and Secretary respectively of Gienger Enterprises, Inc., a corporation organized under the laws of the State of Oregon, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in 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, Charles R. Dell, Notary Public for Oregon, My commission expires Sept. 6, 1981.