

FORM No. 8—MORTGAGE.

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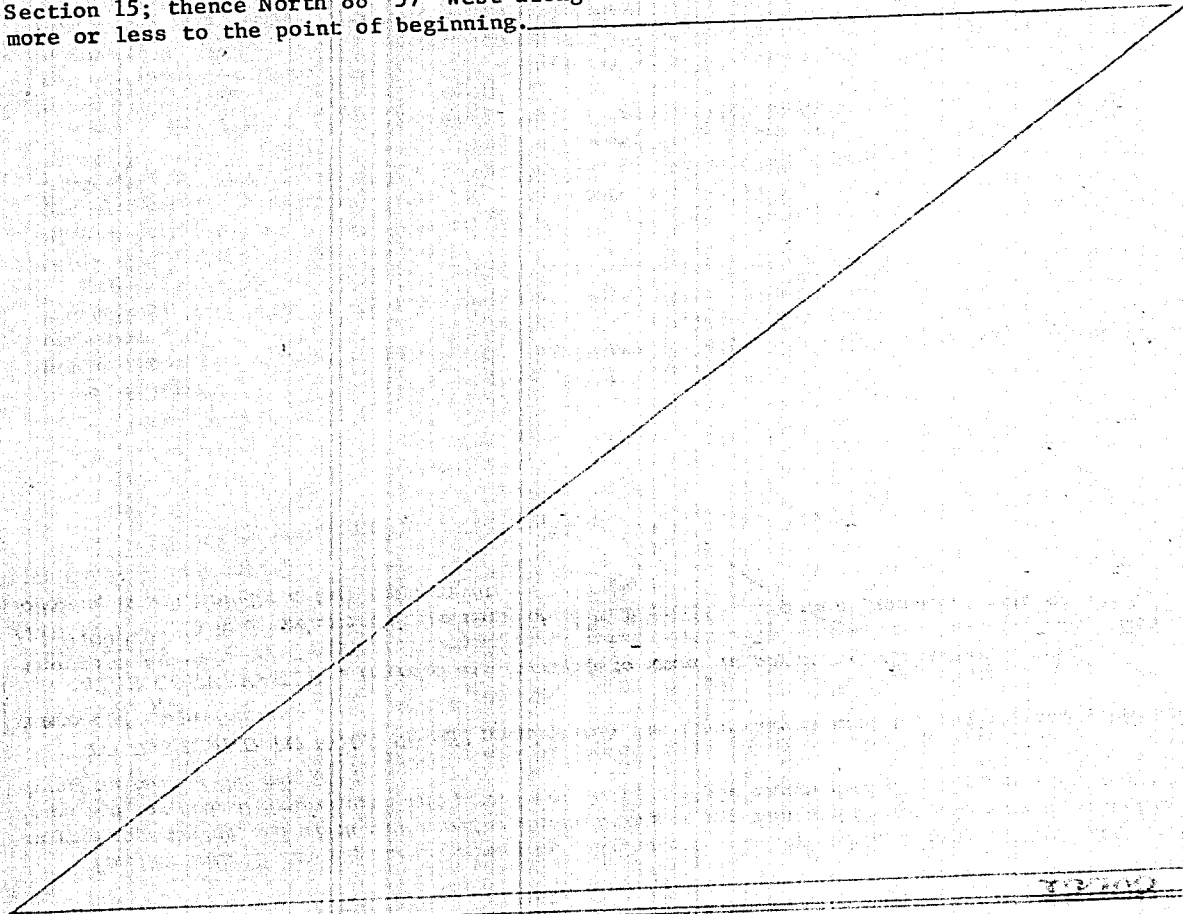
1938-19152

THIS INDENTURE, Made this 26 day of June, 19 79,  
between Allen Dean Ezell and Lynette Jean Ezell, who are married to each other -  
as mortgagor, and Bank of America NT&SA - as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of forty thousand  
and no/100 - Dollars (\$ 40,000.00) to him  
paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee, successors and  
assigns those certain premises situated in the County of Klamath, and State of  
Oregon, and described as follows:

That certain triangular parcel of land situate and lying in Lot 15 and Lot 16,  
Section 15, Township 41 South, Range 11 East of the Willamette Meridian, being a  
part of Farm Unit Q, in the County of Klamath, State of Oregon, as follows:

Beginning at the Southwest corner of said Section 15, a point in the boundary line  
between Klamath County, Oregon and Siskiyou County, California; thence North  $0^{\circ} 04'$   
West along West line of said Section 15, a distance of 500.0 feet, more or less, to  
a point in a line drawn parallel with and 50.0 feet Southwesterly at right angles  
from said located "B" center line; thence South  $39^{\circ} 34'$  East along said parallel  
line a distance of 653.0 feet, more or less, to a point in the South line of said  
Section 15; thence North  $88^{\circ} 57'$  West along said South line a distance of 420.0 feet,  
more or less to the point of beginning.



The occurrence of this Note, and actual payment in full of principal and interest thereafter

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 successors and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of forty thousand and no/100 - Dollars (\$ 40,000.00 ) in accordance with the terms of the attached certain promissory note of which the following is substantially a true copy, to-wit:

SEE ATTACHED COPY OF NOTE.

### FIXED RATE NOTE: INTEREST IN INSTALLMENTS OR AT MATURITY

CHECK APPROPRIATE BLOCK

☒ INDIVIDUAL ☐ CORPORATION  
☐ PARTNERSHIP ☐ ASSOCIATION

ACCOUNT (5) CLASS (3) LOAN (5)

\$ 40,000.00 June 26, 19 79 Tulelake, California

1. FOR VALUE RECEIVED the undersigned, hereafter referred to as "Borrower", promises to pay to the order of **BANK OF AMERICA** NATIONAL TRUST AND SAVINGS ASSOCIATION ("Bank") on demand, or if no demand is made, then on June 26, 1980

at Bank's Tulelake Branch in Tulelake, California, the principal sum of forty thousand and no/100 - DOLLARS

(\$ 40,000.00 ) together with interest thereon from                      date                      at the rate of twelve and 75/100 - percent ( 12-3/4 %) per year until payment in full of the principal sum of this Note, computed on the basis of a three hundred sixty (360) day year and actual days elapsed, interest payable on demand and                      thereafter and upon payment in full of principal of this Note.

2. The occurrence of any of the following events shall, at the option of the holder of this Note, make all sums of interest and principal of this Note immediately due and payable without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character:

- (a) Default in the payment when due of any part or instalment of interest;
- (b) Nonpayment by Borrower of any debt when due;
- (c) Death, insolvency, failure in business, commission of an act of bankruptcy, general assignment for the benefit of creditors, filing of any petition in bankruptcy or for relief under the provisions of the national bankruptcy act, or any other law or laws for the relief of or relating to debtors, of, by, or against Borrower or any Borrower, surety or guarantor of the indebtedness evidenced by this Note, or any endorser of this Note;
- (d) Appointment of a receiver or trustee to take possession of any property of Borrower or any Borrower, surety or guarantor of the indebtedness evidenced by this Note, or any endorser of this Note;
- (e) Attachment of an involuntary lien or liens, of any kind or character, to the assets or property of Borrower or any Borrower, surety or guarantor of the indebtedness evidenced by this Note, or any endorser of this Note.

3. If suit is commenced to enforce payment of this Note, Borrower agrees to pay such additional sums as attorney's fees as the court may adjudge reasonable.

4. The obligations of the undersigned under this Note, if there is more than one signing this Note as Borrower, are joint and several.

5. Upon full payment, any unpaid earned interest, plus any amount needed to bring the Bank's interest earnings to \$ 50.00 will be collected.

IN WITNESS WHEREOF, the undersigned has caused this note to be executed by its officers thereunto duly authorized and directed by a resolution of its Board of Directors duly passed and adopted by a majority of said Board at a meeting thereof duly called, noticed, and held.

[Signature]  
BORROWER SIGN HERE  
[Signature]  
BORROWER SIGN HERE

BORROWER SIGN HERE

By                      A Corporation  
By                      President  
By                      Secretary

Telephone No. 916-664-3711

Mail Address: Rt. 2 Box 174

Tulelake, CA 96134

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: June 26, 19 80.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
- (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-wit:

That mortgagor is lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto,

and that he will warrant and defend the same against the claims and demands of all persons whomsoever;

That he will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force he will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That he will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. 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.

That so long as this mortgage shall remain in force he will keep the buildings now erected, or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$ \_\_\_\_\_ in some company or companies acceptable to said mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof to said mortgagee.

NOW, THEREFORE, if the said mortgagor shall pay said promissory note and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

\* IMPORTANT NOTICE: 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 is 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 instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.