

SECOND

THIS/MORTGAGE, Made this

day of

October

1979

by John A. Gamache and Geraldine G. Gamache, husband and wife,

to T. A. Thomas and Associates

Mortgagor,

Mortgagee,

WITNESSETH That said mortgagor, in consideration of Thirty-two thousand two hundred seventy and 90/100

Dollars, to him paid by said mortgagee, does hereby

grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath

County, State of Oregon, bounded and described as follows, to-wit:

The W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Subject, however, to the following:

1. Rights of the public in and to any portion of the above described property lying within the limits of roads or highways.

2. An easement created by instrument, including the terms and provisions thereof,

Dated : May 2, 1912

Recorded : May 4, 1914 Book: 42 Page: 103

In favor of : The California Oregon Power Company, a corporation

For : Powerlines across the S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 32 and SW $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 33.

3. An easement created by instrument, including the terms and provisions thereof,

Dated : June 17, 1977

Recorded : July 8, 1977 Book: M-77 Page: 12103

In favor of : Pacific Power and Light Company

For : Electric transmission line across the South line of said property

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:

\$ 32,270.90 Klamath Falls, Oregon October 29, 1979

I (or if more than one maker) we, jointly and severally, promise to pay to the order of T. A. Thomas and Associates

c/o Klamath First Federal Savings

and upon the death of any of them, then to the order of the survivor of them, at and Loan Association, 540 Main Street, Klamath Falls, OR

Thirty-two thousand two hundred seventy and 90/100 DOLLARS.

with interest thereon at the rate of 10 percent per annum from October 29, 1979, until paid, payable in

one installment at the dates and in the amounts as follows: \$32,270.90 plus interest at the

rate of 10% per annum from October 29, 1979, is due and payable in full on

January 15, 1980;

balloon payments, if any, will not be refinanced; interest to be paid January 15, 1980, in addition to the payment above re-

quired; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not

so paid, all principal and interest shall 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, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder

hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2)

if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reason-

able attorney's fees in the appellate court.

It is the intention of the parties hereto that the said payee do not take the title hereto as tenants in common but with the right

of survivorship, that is, on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and in-

terest shall vest absolutely in the survivor of them.

* Strike words not applicable.

There is no prepayment of this note prior to the due date.

This note secures a Second Mortgage of John A. Gamache

even date. Geraldine G. Gamache

This note due and payable January 15, 1980.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-

comes due, to-wit: January 15, 1980.

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 EXCEPT a prior mortgage to

Klamath First Federal Savings and Loan Association executed by John A. Gamache and Geraldine G. Gamache, husband and wife, dated October 1979.

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to

the terms thereof; that while any part of said note 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 above described, when due and pay-

able 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 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 mort-

gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-

gagee 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 he 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 satis-

factory 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.

70 NOV 5 PM 3 22

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.

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 a failure to perform any covenant herein, or if a 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 action 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 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 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, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

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.

It is hereby agreed by and between the parties hereto that a default of the Trust Deed to Klamath First Federal Savings and Loan Association by the Mortgagors herein shall constitute a default on this Second Mortgage.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

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 Z 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.

John A. Gamache Sr.
Geraldine G. Gamache

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 15th day of November, 1979 at 3:22 o'clock P.M., and recorded in book M79 on page 26090 or as file number 76521.

Record of Mortgages of said County
Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title
By *Geraldine G. Gamache*
Fee \$7.00 Deputy

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

RET. TO
KFSYL
670 MAID
H.F.O.

ATTN: DOO HAMILTON

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 29th day of October, 1979, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named John A. Gamache and Geraldine G. Gamache, husband and wife,

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.

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

Donald Bert Hamilton
Notary Public for Oregon

My Commission expires 3-20-81

