1-32905

¹⁶ 80346 Vol. <u>%</u> Page 2413
THIS INDENTURE, Made this day of February , 19.80. BRUNO MARCHESE and SUSAN MARCHESE, husband and wife,
as mortgagor, and BO-DEL DEVELOPMENT CO., INC., AN OREGON CORPORATION, as mortgagee
WITNESSETH, That the said mortgagor for and in consideration of the sum of SIX THOUSAND FIVE HUNDRED TWENTY-TWO and 86/100thsDollars (\$6,522.86) to him

FORM No. 8-MORTGAGE.

FEB 5 PH 3

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:

Lot 16 in Tract 1173, being a subdivision of Lot 1, Block 10 Lynnewood, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

tottos inde in adastratiotip a true course, reciente (3. 4. See . 26.) in accordance with the turns of the time to be a contain promission with the turns of a settar THIS CONVERTANCE is intended as a motifiage to secure the payment of the even of

ore on and applied foreword

TO HAVE AND TO HOLD the said preadless with the oppartenences unto the rold mathematics in the net

during the term of the normality

heary and any and all lighting signal said privates at the tang of the execution of this and the second second since and anywise uppertaining, and which may hereither therefo belong or appending, and the data is a set prospective.

Triffelber with all find singular the lowenous, haveditationaly and apputtenance derivants brand of the b

2414 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 cessors and assigns forever.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his suc-

(\$ 6,522.86) in accordance with the terms ofthat......Certain promissory note of which the

\$ 6,522.86 On or before December 31, 1980 ______atter date, I (or it more than one maker) we jointly and severally promise to pay to the order of BO-DEL DEVELOPMENT CO., INC., an Oregon Corporation True way to the other of Don Delin Development to the state of all of egon and the sails of oregon Doll SIX THOUSAND FIVE HUNDRED WENTY WO and 86/100ths-----and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time, II this note is placed in the hands of an attorney for collection, I/we promise and collectible. Any part reasonable attorney's lees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided. FORM No. 216-PROMISSORY NOTE. 1.7 STEVENS-NESS LAW PUB merror on sale in the office of the county Claracet CO., PORTLAND, ORE ٠ħ slock lo stasstood, socordint to the statestal bist tor le la parce 1173, baing a subdivision of Total. Oceans and described as inflates angen stren vertale presiden standed in the County of the standard in the County of the second standard second paid by the suid morthater, these meredy grant, burgain, cell nucl conver sum the control murthes by conversion of gerrichtsstellte. Flad die and medifikier für eind in einscheration of the sum of sing ser-gerrichtsstellte. Flad die ander hielden die andere Soulites (6 33 - 532 - 533 - 533 - 533 - 533 - 533 - 533 - 5 gerrichtsstellte. Sing in with association all met einer service in the service service in the service service service service in the service serv 2 Sections east soor soo TRUCH COMPANY Form the in matching 4000

CAN

146 BP71

County of

るアメギモ ウト ウアももつご

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 શુકાર્ટ્સ છે.

This indenture is further conditioned upon the faithful observance by the mortgagor of the following cove-THE PROPERTY OF A CARLON AND A CARLON nants 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, except reservations, restrictions, rights of way, easements of ment wer readent for record on the record and those apparent on the land. A 100 MORE THAN THE THEFT TOTAL

MORTCAGE

nedici Strachter

87 EN 20

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 sinsurable valuesome compainy 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. - 1945元代月日行日

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.

such seur de the stigt court wast editedie reaconditio as accordents feer tollie allow

^{*} IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the margages is a creditor, as such word is defined in the Truth-In-Lending Act and Regulation Z, the margages MUST camply 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. きずは

benelis of both purities hereig as their interests may appear, and will deriver all the policies and access the extent of 31 (applied to the feedbane compainty of contractionate to wait a representation may hereafter be erected on said premises maned against loss or damage by lice. with exception cover the co (if executed plat cuboughed on this practicular draft contains in form the well lever the challings war excited an any which attix corborate even a destruction by the martinger. STATE OF OREGON, So have the the color of an inter of ore OREGON, County of the state of an interview of the state of the unty of KLAMATH CARE STREET County 13 1901 80 - a in according on Personally appeared February USE AS who, being duly sworn, Personally appeared the above named each for himself and not one for the other, did say that the former is the BRUNO MARCHESE and SUSANpresident and that the latter is the MARCHESE; husband and wife,secretary of and acknowledged the foregoing instrua corporation. and that the seal affixed to the foregoing instrument is the corporate seal ment to be their voluntary act and dred of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of 3.994 them acknowledged said instrument to be its voluntary act and deed. Before me: (OFFICIAL (OFFICIAL SEAL) SEAL) Notaly Public for Oregon Togon Votary Public for Oregon , success species have been t TUC AUCIMY commission expires AXDITES Wy commission expires 199 generating an ang man MORTGAGE STATE OF OREGON, SS. BRUNO MARCHESE County ofKlamath I certify that the within instru-SUSAN MARCHESE ment was received for record on the 6th day of February ..., 19. 80 ., That indifferent is lawfully which the mult fir BO-DEL DEVELOPMENT CO... INC. at.......3;:39.....o'clock..P.M., and recorded CE RESERVED in book. MS0.....on page. 2413....or as FOR an Oregon corporation RECORDER'S USE Record of Mortgages of said County. A AND AND AN AN AN ANALY AND AN ANALY AND ANALY AND AN ANALY AND AN ANALY AND AN ANALY AND AND AND AND AND AND A Witness my hand and seal of AFTER RECORDING RETURN TO an patrol paroal County affixed. ទ្រយព្វរំ Rouseled of agriculture rippowillie Recording Officer By Dernethas Llach Deputy M glo, Falls, Oreg Fee \$14.00

noun shall mean the feminine and the neuter, and that generally all grammatical changes shall be made, asmay be foredered of

In Witness Whereof; the mortgagor has executed this instrument this day of Hebruary 19.80 if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

135.55

BRUNO MAR

BUSAN MARC

ariantana e el flue concentrate arre a freenrente

In full forms and whene on a martially is source the payment of

and comply with the converse hinderspice set forth, then this conclude NOW, THEREFORE, H the said mortgation shall pay said.

sumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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 shall be taken to mean and include the plural, the masculine pro-

will is defined in the trathete-building Act and Repolation is the manyages MUSI comply with the Act and Reputation by another account determined in the frequential film is linked to provide the particular of deviling, are Standard for the 130% or equivalent of the particular of deviling, are Standard for Fig. 120% or equivalent. "In the event of any suit or action being instituted to foreclose this mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's tees on such appeal; in any event the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

2416

जे जवते सिंह क

to suid morthalper-