

TC

80606

Vol. 80 Page 2816

THIS MORTGAGE, Made this 6th day of February, 19 80,
by DONALD J. LEGGETT and ELIDA LEGGETT, husband and wife,
to A. E. McCOY, an individual Mortgagee,
Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Fifty-seven thousand and no/100
(\$57,000.00) Dollars, to him paid by said mortgagee, does hereby
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
tain real property situated in Klamath County, State of Oregon, bounded and described as
follows, to-wit:

AN UNDIVIDED $\frac{1}{2}$ INTEREST IN AND TO THE FOLLOWING:

Parcel One: Beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 35, Township 33 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon; thence South 7.64 chains thence West in a straight line to the water edge of Wood River on the near side; thence upstream along said water edge of Wood River to the North boundary of Lot 9 of Section 34 of said Township and Range; thence East to the point of beginning.

SAVING AND EXCEPTING the following described parcel: A portion of the NW $\frac{1}{4}$ of Section 35 and the NE $\frac{1}{4}$ of Section 34, Township 33 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, more particularly described as follows: Beginning at the Northeast corner of the NW $\frac{1}{4}$ of Section 35, Township 33 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian; thence South 89° 45' 11" West, along the North line of said Section 35, a distance of 1328.40 feet, more or less, to the Northwest corner of said Section 35; thence South 89° 52' 28" West, along the North line of Section 34, Township 33 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, a distance of 379.40 feet; thence South 00° 07' 32" East, a distance of 30.00 feet; thence North 89° 52' 28" East, on a line parallel to and 30.00 feet distant from the North line of said Section 34, a distance of 379.50 (CONT. ON EXHIBIT "A")

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 6 promissory note 5, of which the following is a substantial copy:

SEE ATTACHED EXHIBIT "B"

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: **SEE ATTACHED EXHIBIT "B"**

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 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 payable 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 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 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 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.

80 FEB 12 PM 3 21

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 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.

IN WITNESS WHEREOF, said mortgagee has hereunto
written.

SEE ATTACHED EXHIBIT 11

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

TO HAVE AND TO HOLD the said business with the abbatissances unto the said abbatissances in
 of and with them the terms of this indenture
 being witnesses and all and all witnesses upon the said business in the time of the execution of the indenture
STATE OF OREGON, and which said persons before persons or abbatissances and the said persons and
 persons and all and witnesses the ss. persons and abbatissances and abbatissances of the said persons
 County of **Klamath**
 2nd 2d 52 1882 on a first
BE IT REMEMBERED on a first

BE IT REMEMBERED, That on this 6th day of February, 1980, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named DONALD J. LEGGETT and ELIDA LEGGETT, 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 the seal of my office, at the City of San Francisco, California, this 6th day of February, 1980.

NOTARY PUBLIC

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.

NOTARI

075940

INTERVIEW

Friday

PORTO

(FORM No. 10)

Donald L.

.....Leg

Feb 1968

• Brant

Falls. OR

RECOVERED BY

MORTGAGE

(FORM No. 105A)

STEVENS.NESS LAW FIRM

Donald J. Lessner

Elida Leggett

TO - [REDACTED]

A. E. McCov

AFTER RECORDING RETURN TO

Michael L. Brant
325 Main Street
Klamath Falls, OR 97601

OR
90404

STATE OF OREGON

County of

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ and on page _____ or as file/reel number _____.

Record of Mortgages of said County.

Witness my hand and seal of
County affixed

By

Deputy

EXHIBIT "A"

DESCRIPTION CONTINUED:

feet, more or less, to a point on the East line of said Section 34; thence North $89^{\circ} 45' 11''$ East on a line parallel to and 30.00 feet distance from the North line of said Section 35, a distance of 1328.44 feet, more or less, to a point on the East line of the $NE\frac{1}{4}NW\frac{1}{4}$ of said Section 35; thence North along the East line of the said $NE\frac{1}{4}NW\frac{1}{4}$ a distance of 30.00 feet to the point of beginning.

PARCEL TWO: A parcel of property located in the $NE\frac{1}{4}NW\frac{1}{4}$ of Section 35, Township 33 South, Range $7\frac{1}{2}$ East of the Willamette Meridian, more particularly described as follows: Beginning on the West line of the $NE\frac{1}{4}NW\frac{1}{4}$ of Section 35, Township 33 South, Range $7\frac{1}{2}$ East of the Willamette Meridian, said point of beginning being South, a distance of 30.00 feet from the Northwest corner of said $NE\frac{1}{4}NW\frac{1}{4}$ thence South $00^{\circ} 09' 55''$ East, along the Westerly line of the said $NE\frac{1}{4}NW\frac{1}{4}$ a distance of 229.5 feet; thence North $89^{\circ} 45' 11''$ East, parallel with the North line of said $NE\frac{1}{4}NW\frac{1}{4}$, a distance of 259.04 feet more or less to a point on the Westerly right of way line of Highway Number 62; thence Northwest along said right of way line, a distance of 240.95 feet, more or less, to a point 30.00 feet Southerly from the North line of the $NE\frac{1}{4}NW\frac{1}{4}$ when measured a right angles to the North line of said $NE\frac{1}{4}NW\frac{1}{4}$; thence South $89^{\circ} 45' 11''$ West, on a line parallel to and 30.00 feet distant from the North line of said $NE\frac{1}{4}NW\frac{1}{4}$ a distance of 185.6 feet more or less to the point of beginning.

2819

\$ 5,000.00

365 Days

Klamath Falls, OR

April 25

19 79

severally promise to pay to the order of

A. E. McCoy

after date, I (or if more than one maker) we jointly and

Five thousand and no/100-----

at Klamath Falls, Oregon

(\$5,000.00)-----

DOLLARS,

with interest thereon at the rate of 12 % per annum from date of this note until paid; interest to be paid upon maturity 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. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees 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.

GUARANTORS:

Donald J. Leggett

Elida Leggett

SHASTA WOOD PRODUCTS CO.

President

Secretary

FORM No. 216—PROMISSORY NOTE.

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

\$ 10,000.00

Ten Days

Klamath Falls, OR

April 26

19 79

severally promise to pay to the order of

A. E. McCoy

after date, I (or if more than one maker) we jointly and

Ten thousand and no/100-----

at Klamath Falls, Oregon

(\$10,000.00)-----

DOLLARS,

with interest thereon at the rate of 12 % per annum from date of this note until paid; interest to be paid upon maturity 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. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees 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.

GUARANTORS:

Donald J. Leggett

Elida Leggett

SHASTA WOOD PRODUCTS CO.

President

Secretary

FORM No. 216—PROMISSORY NOTE.

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

\$ 12,000.00

90 Days

Klamath Falls, Or

January 10

19 80

severally promise to pay to the order of

A. E. McCoy

after date, I (or if more than one maker) we jointly and

Twelve Thousand and no/100-----

at Klamath

(\$12,000.00)-----

DOLLARS,

with interest thereon at the rate of 12 % per annum from date of this note until paid; interest to be paid upon maturity 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. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees 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.

GUARANTORS:

Donald J. Leggett

Elida Leggett

SHASTA WOOD PRODUCTS CO.

President

Secretary

FORM No. 216—PROMISSORY NOTE.

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

EXHIBIT "B" (1)

\$8,000.00

Sixty Days

Klamath Falls, OR, October 19, 1978

severally promise to pay to the order of A. E. McCoy

at Klamath Falls, Oregon

Eight thousand and no/100-----(\$8,000.00)----- DOLLARS,

with interest thereon at the rate of 12% per annum from date of this note until paid; interest to be paid 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. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees 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.

GUARANTORS:

Donald J. Leggett

SHASTA WOOD PRODUCTS CO.

President

Secretary

FORM NO. 216—PROMISSORY NOTE.

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

\$7,000.00

One Year

Klamath Falls, OR, November 2, 1978

severally promise to pay to the order of A. E. McCoy

at Klamath Falls, Oregon

Seven thousand and no/100-----(\$7,000.00)----- DOLLARS,

with interest thereon at the rate of 10% per annum from date of this note until paid; interest to be paid upon maturity 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. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees 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.

GUARANTORS:

Donald J. Leggett

Elida Leggett

SHASTA WOOD PRODUCTS CO.

President

Secretary

FORM NO. 216—PROMISSORY NOTE.

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

\$15,000.00

365 Days

Klamath Falls, OR, April 25, 1979

severally promise to pay to the order of A. E. McCoy

at Klamath Falls, Oregon

Fifteen thousand and no/100-----(\$15,000.00)----- DOLLARS,

with interest thereon at the rate of 12% per annum from date of this note until paid; interest to be paid upon maturity 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. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees 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.

GUARANTORS:

Donald J. Leggett

Elida Leggett

SHASTA WOOD PRODUCTS CO.

President

Secretary

FORM NO. 216—PROMISSORY NOTE.

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

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of February A.D., 1980 at 3:21 o'clock P. M., and duly recorded in Vol M80 of Mortgages on Page 2816.

FEE \$17.50

WM. D. MILNE, County Clerk

By Bernetha A. Letsch Deputy