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Vol. 80 Page 2821

Klamath County, Oregon

THIS MORTGAGE, Made this 6th day of February, 1980,

by DONALD J. LEGGETT and ELIDA LEGGETT, husband and wife,

to A. R. MCCOY

Mortgagor,

Mortgagee,

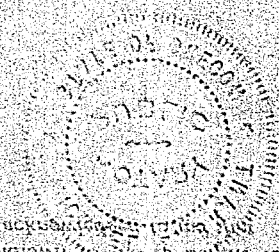
WITNESSETH, That said mortgagor, in consideration of Fifty-seven thousand and no/100

(\$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 certain real property situated in Klamath County, State of Oregon; bounded and described as follows, to-wit:

WITNESSETH, That said mortgagor, in consideration of Fifty-seven thousand and no/100

COUNTY OF

STATE OF OREGON



NOTARY PUBLIC

DONALD J. LEGGETT

DONALD J. LEGGETT and ELIDA LEGGETT

DONALD J. LEGGETT and ELIDA LEGGETT

DONALD J. LEGGETT and ELIDA LEGGETT

DONALD J. LEGGETT and ELIDA LEGGETT

DONALD J. LEGGETT

DONALD J. LEGGETT

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 S., of which the following is a substantial copy:

SEE ATTACHED EXHIBIT "B"

Handwritten signature of Donald J. Leggett and Elida Leggett.

WITNESSETH, That said mortgagor, in consideration of Fifty-seven thousand and no/100

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.

20 FEB 12 PM 3 21

DESIGNED UNDER THE HANDS OF THE OFFICE OF THE CLERK OF THE COURT OF THE COUNTY OF Klamath, Oregon, and this mortgage is: (a) primarily for mortgagee's personal, family, household or agricultural purposes; (see Important Notice below), (b) for an organization or (even if mortgagee 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 any 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 mortgagee 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.

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

SEE ATTACHED EXHIBIT (B)

Donald J. Leggett

Elida Leggett

***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 LIE (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).

WARRANTY: (a) I warrant that the above described premises are not subject to any other mortgage or lien.

OR (b) I warrant that the above described premises are not subject to any other mortgage or lien, and that the mortgagee is not a creditor.

STATE OF OREGON, and which shall constitute a mortgage of the premises described in the foregoing instrument, and which shall constitute a mortgage of the premises described in the foregoing instrument, and which shall constitute a mortgage of the premises described in the foregoing instrument.

County of Klamath

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 individuals 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.

Michael L. Brant

Notary Public for Oregon.

My Commission expires 1-21-81

MORTGAGE EXHIBIT

(FORM No. 105A)

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

Donald J. Leggett

Elida Leggett

TO: (221,000.00)

A. E. McCoy

AFTER RECORDING RETURN TO
Michael L. Brant
325 Main Street
Klamath Falls, Oregon 97601

STATE OF OREGON

County of

SS.

I certify that the within instrument was received for record on the

21st day of February, 1980, at

11:00 a.m. and recorded

SPACE RESERVED to be in book and on page

as

file/reel number

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

By

Deputy

A parcel of land situate in Lot 15 of Section 6 Township 35 South, Range 7 E.W.M., more particularly described as follows:

The South 90 feet of the following described tract of land: Beginning at the point where the North boundary of Lot 15 intersects the East shore of Klamath Lake; thence East 320 feet to the center of the The Dalles-California Highway; thence South $0^{\circ}14'$ West 416 feet along the center of said The Dalles-California Highway; thence West 335 feet to the East Shore of Klamath Lake; thence North and East along the shore of Klamath Lake to the place of beginning. EXCEPTING THEREFROM the right of way of the The Dalles-California Highway.

\$ 5,000.00
365 Days
severally promise to pay to the order of
Five thousand and no/100-----
upon maturity-----
with interest thereon at the rate of 12 % per annum from
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.

Klamath Falls, OR , April 25 19 79
after date, I (or if more than one maker) we jointly and
A. E. McCoy
at Klamath Falls, Oregon
(\$5,000.00)-----
date of this note----- DOLLARS.

SHASTA WOOD PRODUCTS CO.
President Donald J. Leggett
Secretary Elida Leggett

GUARANTORS:
Donald J. Leggett
Elida Leggett

FORM No. 216—PROMISSORY NOTE.

\$ 10,000.00
Ten Days
severally promise to pay to the order of
Ten thousand and no/100-----
upon maturity-----
with interest thereon at the rate of 12 % per annum from
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.

Klamath Falls, OR , April 26 19 79
after date, I (or if more than one maker) we jointly and
A. E. McCoy
at Klamath Falls, Oregon
(\$10,000.00)-----
date of this note----- DOLLARS.

SHASTA WOOD PRODUCTS CO.
President Donald J. Leggett
Secretary Elida Leggett

GUARANTORS:
Donald J. Leggett
Elida Leggett

FORM No. 216—PROMISSORY NOTE.

\$ 12,000.00
90 Days
severally promise to pay to the order of
Twelve Thousand and no/100-----
upon maturity-----
with interest thereon at the rate of 12 % per annum from
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.

Klamath Falls, Or , January 10 19 80
after date, I (or if more than one maker) we jointly and
A. E. McCoy
at Klamath
(\$12,000.00)-----
date of this note----- DOLLARS.

SHASTA WOOD PRODUCTS CO.
President Donald J. Leggett
Secretary Elida Leggett

GUARANTORS:
Donald J. Leggett
Elida Leggett

FORM No. 216—PROMISSORY NOTE.

EXHIBIT "B" (1)

\$8,000.00

Sixty Days

Klamath Falls, OR, October 19, 1978

2825

severally promise to pay to the order of A. E. McCoy after date, I (or if more than one maker) we jointly and

Eight thousand and no/100----- (\$8,000.00)----- at Klamath Falls, Oregon

with interest thereon at the rate of 12% per annum from date of this note ----- DOLLARS.

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. Loggett

SHASTA WOOD PRODUCTS CO.

President

Secretary

FORM No. 216 - PROMISSORY NOTE

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

Seven thousand and no/100----- (\$7,000.00)----- at Klamath Falls, Oregon

with interest thereon at the rate of 10% per annum from date of this note ----- DOLLARS.

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. Loggett

SHASTA WOOD PRODUCTS CO.

President

Secretary

FORM No. 216 - PROMISSORY NOTE

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

Fifteen thousand and no/100----- (\$15,000.00)----- at Klamath Falls, Oregon

with interest thereon at the rate of 12% per annum from date of this note ----- DOLLARS.

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. Loggett

SHASTA WOOD PRODUCTS CO.

President

Secretary

FORM No. 216 - PROMISSORY NOTE

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 2821.

FEE \$17.50

WM. D. MILNE, County Clerk

By Bernhardt Retock Deputy