

(21812-2-D) ACCOM

TC

Second 85991

THIS MORTGAGE, Made this

20 day of

June

1980

by

James D. Martin and Madeline P. Martin, husband and wife

Mortgagor,

to

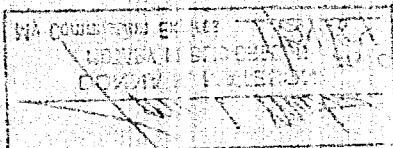
Kettenburg Land &amp; Cattle Co.

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Thirty Thousand Nine Hundred and Seven Dollars and No/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:

See attached Exhibit A

MORTGAGE



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:

\$ 30,907.00

Klamath Falls, Oregon

June

19 80

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

Kettenburg Land &amp; Cattle Co.

at c/o Western Bank

Thirty Thousand Nine Hundred and Seven Dollars and No/100----- DOLLARS,

with interest thereon at the rate of 9% percent per annum from June 20, 1980 until paid, payable in one

installments at the dates and in amounts as follows: This Note is due and payable on or before June 20, 1982 at which time the total amount of interest is due. If this Note can not be paid by that date a one year extension may be granted but if this one year is needed then the interest shall be paid current for the two years owing.

balloon payments, if any, will not be refinanced; interest shall be paid see above and in addition to the payments above required, which shall continue until this note, principal and interest, is fully paid; if any of said installments is not so paid, all principal and interest to 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 reasonable attorney's fees in the appellate court.

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 terms of Note 19

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 Memorandum of Contract recorded 12-18-78 in Book M-78 Page 28185

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 JUN 25 AM 8 52

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.

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

*James D. Martin*  
*Madelene P. Martin*

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. 1303 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 20 day of June, 1980, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named James D. Martin & Madeline P. Martin

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.

*Donna K. Mateson*  
DONNA K. MATESON  
NOTARY PUBLIC-OREGON  
My Commission Expires 12/24/84

Notary Public for Oregon.

My Commission expires

MORTGAGE

(FORM No. 105A)

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

TO  
AFTER RECORDING RETURN TO  
TA donna  
82004

STATE OF OREGON

County of \_\_\_\_\_ } SS.

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

Witness my hand and seal of \_\_\_\_\_ County affixed.

By James D. Martin Title  
Deputy.

SPACE RESERVED  
FOR  
RECORDER'S USE

90

28186

A parcel of land situated in the SE1/4SW1/4 of Section 7 Township 38 South, Range 9 E.W.M., being more particularly described as follows:

Beginning at a point on the westerly line of the right of way of the old Dalles California Highway, which point bears North 89°42' West a distance of 770.8 feet and thence North 6°02' East a distance of 176.5 feet from the quarter section corner common to Sections 7 and 18 Township and Range aforesaid; thence North 6°02' East along said westerly right of way line a distance of 114.4 feet; thence North 89°42' West to a point that is South 89°42' East 200 feet from the Easterly boundary line of the new The Dalles-California Highway; thence Southerly parallel to said Easterly boundary and 200 feet distant therefrom a distance of 113.8 feet, more or less, to a point that is North 89°42' West from the point of beginning; thence South 89°42' East to the point of beginning.

EXCEPTING that portion described as follows: Commencing at the one quarter corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian; thence North 81°42' West 770.80 feet to a point on the westerly right of way line of the former Dalles California Highway, now a County Road; thence North 06°02' East along said westerly right of way line, 280.90 feet to the point of beginning for this description; thence North 89°42' West 260.00 feet; thence North 06°02' East 10.00 feet; thence South 89°42' East 260.00 feet to a point on the westerly right of way line of the aforementioned County Road; thence South 06°02' West 10.00 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the SE1/4SW1/4 of Section 7 Township 38 South, Range 9 E.W.M., being more particularly described as follows:

Beginning at a point on the westerly right of way line of the old The Dalles-California Highway which bears North 89°42' West 770.8 feet and North 6°02' East 20.1 feet from the quarter section corner common to Sections 7 and 18 Township 38 South, Range 9 E.W.M.; continuing thence North 6°02' East a distance of 156.4 feet to a point; thence North 89°42' West to a point that is South 89°42' East 200 feet from the Easterly boundary of the new The Dalles-California Highway; thence Southerly parallel to and 200 feet distant from said Easterly boundary a distance of 155.65 feet, more or less, to a point that is North 89°42' West of the point of beginning; thence South 89°42' East, to the point of beginning.

PARCEL 3:

A parcel of land situated in the SE1/4SW1/4 of Section 7 Township 38 South, Range 9 E.W.M., being more particularly described as follows:

Beginning at a point which is on the westerly line of the right of way of the old The Dalles-California Highway, which point bears North 89°42' West a distance of 770.8 feet and thence North 6°02' East a distance of 290.9 feet from the quarter section corner common to Sections 7 and 18 Township and Range aforesaid; thence North 89°42' West to a point which is South 89°42' East 200 feet from the Easterly boundary of the new The Dalles-California Highway which point is the true point of beginning. Thence continuing North 89°42' West a distance of 200 feet to the Easterly boundary line of said highway; thence Southerly along said Easterly boundary to a point which is North 89°42' West of a point which is North 19°42' West 770.8 feet and North 6°02' East 20.1 feet from said section corner common to Sections 7 and 18; thence South 89°42' East 200 feet to a point; thence Northerly parallel to said Easterly boundary and 200 feet distant therefrom to the point of beginning.

Return to:  
TA - Donna

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 25th day of June A.D., 19 80 at 8:52 o'clock A M., and duly recorded in Vol. M80, of Mortgages on Page 11616.

FEE \$10.50

WM. D. MILNE, County Clerk

By Bernetha A. Leach Deputy