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755A

K-33281

FORM No. 755A—MORTGAGE (Truth-in-Lending Series)

SK 86404
THIS MORTGAGE, Made this 2 day of June July, 1980,
by LAWRENCE E. JORDAN and JEAN G. JORDAN, husband and wife,
to CATHERINE CREEK MOBILE MANOR
hereinafter called Mortgagor,
hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TWENTY THOUSAND 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:

All the following described real property situated in Klamath County, Oregon:

PARCEL 1: Lot 1 and Lot 5 of Section 18, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, Except the South 92 feet thereof.

In Township 41 South, Range 12 E.W.M., in the County of Klamath, State of Oregon. 34

To and which premises: Section 7: Lots 5 and 8 pertaining, upon said
To Section 18: Lot 2 trators and
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SAVING AND EXCEPTING those portions conveyed to the United States of America by Deed Volume 21 at page 511 and by Deed Volume 93 at page 205.

PARCEL II: Township 41 South, Range 12 E.W.M. Section 17: Lots 8, 9, and 10.

The (a) LESS ditch right-of-way. poses. in fee simple
(b) And of said prem
And premises and has a valid, unencumbered title thereto simple of said

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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$... in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. 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; if being agreed that a failure to perform any covenant herein, or if proceedings 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 of any lien, encumbrances 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 such 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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 gramatical 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 and seal the day and year first above written.

*Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable, Stevens-Ness Form No. 1305 may be used for disclosures under the Truth-in-Lending Act and Regulation Z.

ORS 93.490

STATE OF OREGON, County of Union Klamath, ss. June July 2, 1980

Personally appeared the above named Lawrence E. Jordan and Jean G. Jordan, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me: Notary Public for Oregon

(NOTARIAL SEAL)

My commission expires: 8-15-83

MORTGAGE

Lawrence E. & Jean G. Jordan

TO

Catherine Creek Mobile Manor

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

AFTER RECORDING RETURN TO

KCTO
= 3353

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 3rd day of July, 1980, at 9:30 o'clock A.M., and recorded in book N80 on page 12288. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk, Title.

By Berntha A. Hetsch Deputy

Fee \$7.00

1980

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Portgagor,

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12284

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.

This mortgage is intended to secure the payment of a certain promissory note, described as follows:

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, or

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

And said mortgagor further 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

[illegible]

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 and seal, this 2nd day of January, 1964.

written _____ (SEAL)
Lawrence E. Jordan

* Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable, Stevens-Neas Form No. 1305 may be used for disclosures under the Truth-in-Lending Act and Regulation Z.

ORS 93:490

STATE OF OREGON, County of Union Klamath, ss. Lawrence E. Jo

Personally appeared the above named Lawrence E. Jordan and Jean G. Jordan their voluntary act and deed.

Before me: _____ Notary Public for Oregon

(NOTARIAL SEAL)

MORTGAGE

Lawrence E. & Jean G. Jordan

TO

Catherine Creek Mobile Manor

AFTER RECORDING RETURN TO

KCT.
3353

STATE OF OREGON,

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

Wm. D. Milne

County Clerk _____ Title.

By Berntha A. Ketch Deputy

~~Fee \$7.00~~

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