

91108

MORTGAGE ON REAL PROPERTY

Vol. M80 Page 19751

THIS MORTGAGE is made this 2<sup>nd</sup> day of October, 1980, by MARTIN E. RUDDOCK and IRENE E. RUDDOCK, husband and wife (Ruddock) as Mortgagors, and HAROLD O. RAU and RUTH I. RAU, husband and wife (Rau) as Mortgagees.

1. Property: Ruddock hereby mortgages to Rau certain real property situated in Klamath County, Oregon (hereafter the Property) described on the attached Exhibit "A".

2. Promissory Note: This Mortgage is intended to secure the payment of a promissory note in the amount of \$60,000, dated March 17, 1980, recorded March 17, 1980, in Vol. M80, page 5029, a true copy of which is attached hereto as Exhibit "B".

3. Covenants of Mortgagor: Ruddock promises that Ruddock will:

a) Pay the note secured by this mortgage according to its terms;

b) Pay all taxes, assessments and other charges which may be levied or assessed against the Property when due;

c) Promptly discharge any liens against the Property which are superior to the lien of this Mortgage. In the event that Ruddock shall fail to pay any sum due upon such prior lien promptly when due, Rau may pay the same and Ruddock shall reimburse Rau the amount thereof upon demand. As an alternative, Rau may add the amount thereof to the debt secured by this Mortgage and the same shall bear interest at the rate specified in the note. However, the exercise of either of these options by Rau shall not be deemed a waiver of any right arising by reason of Ruddock's breach of this Mortgage.

4. Default: Time is of the essence of this Mortgage. In the event Ruddock shall default in the payment of any sum under the terms of this note or in the performance of any other covenant of this Mortgage, Rau shall give Ruddock written notice specifying said default. If, within 10 days after receipt of such notice, Ruddock fails to make said payment or perform or commence performance of

Page 1 - MORTGAGE ON REAL PROPERTY

Re-recorded for the purpose of correcting description on Mortgage recorded in Vol. M80 page 5025, March 17, 1980.

65  
6  
11  
01  
17  
08

Martin Ruddock  
2250 River Street Rd  
Klamath Falls

2

13752

such covenant, Rau shall have the right to declare the entire unpaid balance of the note immediately due and payable and pursue all available remedies provided by law.

5. Costs and Attorney Fees: In the event suit or action is instituted to foreclose this Mortgage, Ruddock agrees to pay such sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other reasonable costs incurred by Rau for title search and reports and all other sums provided by law.

6. Eminent Domain: In the event that all or any portion of said Property shall be taken by eminent domain, Rau shall have the right to require that all or any portion of the monies payable as compensation for such taking, in excess of the amount required to pay reasonable costs and attorney fees incurred by Ruddock in such proceedings, shall be paid to Rau and applied first to any costs and expenses necessarily paid or incurred by Rau in such proceedings. The balance shall be applied against the payments last becoming due on the note secured by this Mortgage.

7. Waiver: Ruddock agrees that failure of Rau at any time to require performance by Ruddock of any provision of this Mortgage or note, shall in no way affect Rau's right hereunder to enforce the same, nor shall any waiver by Rau of any breach of any provision hereof be held to be a waiver of the provision itself or any other provision.

8. Benefit: All of the covenants and agreements herein shall apply to and bind the heirs, successors and assigns of Ruddock and Rau.

9. Notice: Any notice in connection with this Mortgage shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the addresses set forth below or such other addresses as either party may designate by written notice to the other:

Martin E. Ruddock  
Irene E. Ruddock  
2250 Pine Grove Road  
Klamath Falls, Or. 97601

Harold O. Rau  
Ruth I. Rau  
2250 Pine Grove Road  
Klamath Falls, Or. 97601

IN WITNESS WHEREOF, Ruddock has signed this Mortgage

Page 2 - MORTGAGE ON REAL PROPERTY

Re-recorded for the purpose of correcting description on Mortgage recorded in Vol. M80 page 5026 and 5027, March 17, 1980.

19753

Agreement on the day and year first above written.

Martin E. Ruddock  
Martin E. Ruddock

Irene E. Ruddock  
Irene E. Ruddock

STATE OF OREGON       )  
                              ) ss.  
County of Klamath    )

On this 22<sup>nd</sup> day of October, 1980, before me appeared the within named MARTIN E. RUDDOCK and IRENE E. RUDDOCK, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Frank L. Fernandez  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 10/1/83

Page 3 - MORTGAGE ON REAL PROPERTY

Re-recorded for the purpose of correcting description on Mortgage recorded in Vol. M80 page 5027, 5028 and 5029, March 17, 1980

SWAIN SURVEYING, INC.  
27½ North Main Street, Suite 9  
ASHLAND, OREGON 97520

19754

LAND DESCRIPTION

Tract 1: A portion of the NE 1/4 of NW 1/4 of Sec. 9, Twp. 39S., R. 10 E.W.M., lying North of the County Road (Pine Grove Road) and being more particularly described as follows: Beginning at a point on the section line from which the quarter section corner common to Secs. 4 and 9, Twp. 39S. R. 10 E.W.M. bears North 89°55' E. a distance of 655.1 feet; thence following along said section line South 89°55' West a distance of 327.55 feet; thence South 0°06' West 519.5 feet to the northerly right of way boundary of the County Road (Pine Grove Road); thence Northeasterly following said right of way boundary along the arc of a 984.93 foot radius highway curve to the right a distance of 73.63 feet (Long chord bears North 73°56' East 73.60 feet); thence North 76°35' East along same right of way boundary a distance of 264.17 feet; thence North 0°06' East 438.3 feet to the point of beginning.

Tract 2: A portion of the NE 1/4 of NW 1/4 of Sec. 9, Twp. 39S., R. 10 E.W.M. lying north of the County Road (Pine Grove Road) and being more particularly described as follows: Beginning at a point on the section line from which the quarter section corner common to Secs. 4 and 9, Twp. 39S., R. 10 E.W.M. bears North 89°55' E. a distance of 982.65 feet; thence following along said section line South 89°55' W. 327.55 feet to the northwest corner of NE 1/4 of NW 1/4 of said Sec. 9, said corner also being a 1/16 corner; thence South 0°06' W. 730.47 feet along the west boundary of said NE 1/4 of NW 1/4 of Sec. 9, to the northerly right of way boundary of the County Road (Pine Grove Road); thence northeasterly following said right of way boundary along the arc of a 268.73 foot radius highway curve to the right, a distance of 161.97 feet (Long chord bears North 44°42' E. 159.53 feet); thence continuing along said right of way boundary North 61°58' E. 58.89 feet; thence 178.24 feet along the arc of a 984.93 foot radius highway curve to the right, the long chord of which bears North 66°45' E. a distance of 178.21 feet; thence North 0°06' E. 519.5 feet to the point of beginning.

EXCEPTING THEREFROM: A tract or parcel of land situated in Section 9, Township 39 South, Range 10 East of the Willamette Base and Meridian, Klamath County, Oregon and being more fully described as follows:

Commencing at a found 3/4 inch iron pipe monumenting the quarter corner common to Sections 4 and 9, said Township and Range; thence South 89°55' West along the section line common to said sections, 655.10 feet to the True Point of Beginning; thence leaving said section line, South 00°06' West, along the westerly boundary line of that tract of land deeded by Walter E. Mathews, et ux to Winford G. Mauer, et ux, on the 16th day of April 1963, 438.67 feet (Deed Record 438.3 feet) to a point on the Northwestern right of way of Pine Grove Road (county road); thence South 76°37'10" West (Deed Record South 76°35' West) along said right of way, 30.39 feet to a 1/2 inch iron pin; thence leaving said right of way, North 00°06' East, 445.66 feet to a 1/2 inch iron pin situated on the section line common to Sections 4 and 9, said Township and Range; thence North 89°55' East, 29.56 feet to the point of beginning. Containing 0.30 Acre, more or less.

FURTHER EXCEPTING THEREFROM: A tract or parcel of land situated in Section 9, Township 39 South, Range 10 East of the Willamette Base and Meridian, Klamath County, Oregon and being more fully described as follows:

Commencing at a found 3/4 inch iron pipe monumenting the quarter corner common to Sections 4 and 9, said Township and Range; thence South 89°55' West along the section line common to said sections, 684.66 feet to a 1/2 inch iron pin for the True Point of Beginning; thence continuing along said section line, South 89°55' West, 297.99 feet to a 1/2 inch iron pin; thence leaving said section line, South 00°06' West, 518.96 feet (Deed Record 519.5 feet) to a 5/8 inch iron pin situated on the Northwesterly right of way of Pine Grove Road (county road); thence along said right of way, along the arc of a 984.93 foot radius curve to the right (C D°=6°00') (the chord bears North 74°28'58" East, 73.45 feet) 73.465 feet to the end of said curve; thence continuing along said right of way, North 76°37'10" East (Deed Record North 76°35' East) 233.69 feet to a 1/2 inch iron pin; thence leaving said right of way, North 00°06' East, 445.66 feet to the point of beginning. Containing 3.29 Acres, more or less.

Subject to any easements and/or rights of way of record and those apparent on the land.

EXHIBIT "A"

PROMISSORY NOTE

19755  
5029

\$60,000

....., 1980  
Klamath Falls, Oregon

FOR VALUE RECEIVED, Martin E. Ruddock and Irene E. Ruddock, husband and wife (Ruddock), jointly and severally hereby promise to pay to Harold O. Rau and Ruth I. Rau, husband and wife (Rau), or to their order, or to the order of the survivor of them, the principal sum of \$60,000, in the following manner:

In equal successive monthly installments of \$100 each, without interest, commencing April 1, 1980, and continuing until the first day of the month following the date of death of the last to die of Harold O. Rau and Ruth I. Rau. Thereafter, said installments shall include interest at the rate of 9 percent per annum on the unpaid balance and shall continue for 36 months. At the end of such 36 month period, the whole unpaid balance, including principal and interest, shall be due and payable.

This note may be prepaid in whole or part, at any time without penalty.

If this note is not paid when due and is placed in the hands of an attorney for collection, Ruddock further promises and agrees to pay any fees incurred by Rau in enforcing Ruddock's obligations under this note, whether or not a suit or action is commenced. If a suit or action is filed, the amount of such attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is decided.

We, and all endorsers, sureties and guarantors hereof, hereby jointly and severally waive presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement, or guaranty of this instrument.

Martin E. Ruddock  
Martin E. Ruddock

Irene E. Ruddock  
Irene E. Ruddock

Page 1 - PROMISSORY NOTE

STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 17th day of March A.D., 19 80 at 3:30 o'clock P M., and duly recorded in Vol MS0 of Mortgages on Page 5025.

FEE \$17.50

WM. D. MILNE, County Clerk

By Berntha Hellock Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 10th day of October A.D., 19 80 at 9:58 o'clock A M., and duly recorded in Vol MS0 of Mortgages on Page 19751.

FEE \$17.50

WM. D. MILNE, County Clerk

By Berntha Hellock Deputy