

Mortgage

TC

93381

22199-9-D Vol. M 80 Page 23587

THIS MORTGAGE, Made this 26 day of November, 19 80,
by ROBERT HARRY SCHNURBUSCH and PETRA M. SCHNURBUSCH, husband and wife,
Mortgagor,

to JOE A. JONES Mortgagee,
WITNESSETH, That said mortgagor, in consideration of FOUR THOUSAND FIFTEEN and 56/100ths
(\$4,015.56) -----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 _____ County, State of Oregon, bounded and described as follows, to-wit:

In Township 37 South, Range 9 East of the Willamette Meridian,
Klamath County, Oregon:

Section 20: All that portion of the S 1/2 lying Easterly of
that certain 60 foot road easement described in Book M-73 at page
16734, Klamath County Deed Records, and Westerly of Old Fort
Road.

Section 28: All that portion of the NW 1/4 NW 1/4 lying
Westerly of Old Fort Road.

Section 29: All that portion of the N 1/2 N 1/2 lying
Easterly of that certain 60 foot road easement described in Book
M-73, page 16734, Klamath County Deed Records and Westerly of Old
Fort Road.

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, adminis-
trators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 4,015.56 November 26 1980
On or before April 15, 1981-----after date we promise to pay
to the order of JOE A. JONES
FOUR THOUSAND FIFTEEN and 56/100ths-----DOLLARS
for value received, with interest from August 20, 1980, payable in one installment
at the rate of 10 per cent per annum until paid, and if interest is not so paid the whole sum of both principal and
interest shall become immediately due, at the option of the holder of this note; both principal and interest payable in
U. S. LEGAL TENDER at Klamath Falls, Oregon
and in case suit or action is instituted to collect this note or any portion thereof, we promise to pay such additional
sum of money as the Court may adjudge reasonable as attorney's fees in such suit or action.
ROBERT HARRY SCHNURBUSCH
PETRA M. SCHNURBUSCH
No. April 15, 1981
Due

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: April 15, 1981.

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, (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural
purposes.
This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by

1. Department of Veteran's Affairs dated January 30, 19 80, and recorded in the mortgage records of the above named county in book M-80, at page 1904 thereof, or as
file number _____, reel number _____ (indicate which), reference to said mortgage records
hereby being made; the said first mortgage was given to secure a note for the principal sum of \$ 152,000 00; the unpaid
principal balance thereof on the date of the execution of this instrument is \$ _____ and no more; interest thereon is paid
to _____, 19 ____; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called
simply "first mortgage". This mortgage is also inferior, secondary and made (Continued on Exhibit "A")
The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized
in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except
set forth herein

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of
him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal
and interest, according to the terms thereof; that while any part of the note secured hereby remains unpaid he will pay all taxes, assess-
ments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note secured
hereby, when due and payable and before the same 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

insurable value

and such other hazards as the mortgagee may from time to time require, in an amount not less than \$ _____ in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagee named herein and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid 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 the mortgagor will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the security for this mortgage, then 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.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby 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 payments of the note secured hereby; 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, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby 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, 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.

Robert Harry Schnurbusch
ROBERT HARRY SCHNURBUSCH

Petra M. Schnurbusch
PETRA M. SCHNURBUSCH

*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, use Stevens-Ness Form No. 1306 or similar.

STATE OF OREGON,

County of KLAMATH

SS.

BE IT REMEMBERED, That on this 26 day of November, 1980, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named ROBERT HARRY SCHNURBUSCH and PETRA M. SCHNURBUSCH, 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 affixed my official seal the day and year last above written.

Donna K. Mateson
DONNA K. MATESON
Notary Public for Oregon

My Commission Expires 1/24/84

SECOND MORTGAGE

(FORM No. 923)

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

TO

AFTER RECORDING RETURN TO

TA-Donna

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of KLAMATH

SS.

I certify that the within instrument was received for record on the 26 day of November, 1980, at 10 o'clock AM, 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 Title. Deputy

23589

EXHIBIT "A", SCHNURBUSCH to JOE A. JONES MORTGAGE

subject to the above-entitled Mortgage to the Department of
Veteran's Affairs, which was re-recorded on May 16, 1980 Book
M-80, page: 9076 and re-recorded August 11, 1980, Book: M-80,
Page: 14887 and also to the following mortgages:

2. That certain mortgage to the Department of Veteran's Affairs,
dated the 26 day of November, 1980, and recorded
in the mortgage records of the above-named county in Book M-80
at page 23583 thereof, the said Mortgage was given to
secure a note for the principal sum of \$ 25,000.00; the
unpaid principal balance thereof on the date of the execution of
this instrument is \$ 25,000.00 and no more; interest
thereon is paid to December 4, 1980

3. Trust Deed, including the terms and provisions thereof, with
interest thereon and such future advances as may be provided therein,
given to secure the payment of \$60,000.00. Dated: October 28, 1979
and recorded April 22, 1979 in Book M-80, page 7513, Trustor: Robert
Harry Schnurbusch, Trustee: Blair M. Henderson, Beneficiary: Anthony
Land & Livestock, Inc. The above trust deed was assigned by instrument
dated June 18, 1980 and recorded June 19, 1980 in Book: M-80, page
11316 to Fred W. Koehler, Jr., the unpaid principal balance thereof
on the date of the execution of this instrument is \$ 60,000.00
and no more; interest thereon is paid to August 25, 1980.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.
this 4th day of December A. D. 1980 at 3:47 o'clock P. M., and
fully recorded in Vol. M-80, of Mortgages on Page 23587

Wm D. MILNE, County Clerk

By Bernice A. Detach

Fee \$10.50