

TN

95615

SECOND MORTGAGE

6th

day of February, 1981, by

THIS MORTGAGE, Made this  
KATHLEEN A. WILSON

Mortgagor, to ALVA G. ROBERTS and LOUISE J. ROBERTS, husband and wife

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of THIRTEEN THOUSAND AND NO/100

Dollars,  
to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, ex-  
ecutors, administrators and assigns, that certain real property situated in Klamath County,  
State of Oregon, bounded and described as follows, to-wit:

Lot 2 in Block 1 of TRACT 1008, known as BANYON PARK, according to the official  
plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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:

\$ 13,000.00 Klamath Falls, Or. February 10, 1981

I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
Alva G. Roberts and Louise J. Roberts, Husband and Wife  
THIRTEEN THOUSAND AND NO/100 DOLLARS,  
with interest thereon at the rate of 10 percent per annum from 7-1-81 until paid, payable in  
installments, at the dates and in amounts as follows:

Payable at the close of the DVA refinance that Kathleen A. Wilson  
will obtain on the property. Sellers agree that they will carry back \$4,500.00  
of this amount on a monthly basis at \$50.00 a month at the time of the DVA closing.  
Only \$8,500.00 and any interest due will be paid at the closing.

balloon payments, if any, will not be refinanced; interest shall be paid monthly after 7-1-81 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, all 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 undersigned acknowledge receipt of a copy of this note before signing same.

1. Amount of note—Amt. financed \$
2. FINANCE CHARGE (interest from date to maturity) \$

3. Total of payments (1 + 2) \$

No. of payments ANNUAL PERCENTAGE RATE %.

If prepaid, precomputed interest, then unearned, will be abated.

/s/ Kathleen A. Wilson

FORM No. 105A—Truth-in-Lending Series—Installment Note (In add amounts)—No FINANCE CHARGE Except Interest—For use in Transactions for Maker's Consumer or Agricultural Pur-  
poses. If interest is in Addition to Minimum Payment, See Regulation Z, Section 226.808 for Additional Disclosures Required. SN STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

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 pay-  
able 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 mort-  
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-  
gagee 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 satis-  
factory 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.

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The mortgage 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 any other purpose except the purchase of a dwelling, the 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.

*Kathleen A. Wilson*  
 KATHLEEN A. WILSON

\*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. 1305 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

February 6, 19 81

Personally appeared the above named KATHLEEN A. WILSON

and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me

*Linda Steele*  
 Notary Public for Oregon

My commission expires: 7/13/81

MORTGAGE

(FORM No. 105A)

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

Ms. Kathleen Wilson

TO

Mr. & Mrs. Alva G. Roberts

AFTER RECORDING RETURN TO

MTC Linda

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STATE OF OREGON, County of Klamath

SS.

I certify that the within instrument was received for record on the 9th day of February, 19 81, at 2:12 o'clock P.M., and recorded in book/reel/volume No. M81 on page 1977 or as document/fee/file/instrument/microfilm No. 95615, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By Bernadette Deputy