

SN

97355

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THIS MORTGAGE, Made this 5th day of November, 1980,
by John H. Breza
542 Beverly Pl., San Marcos, CA 92069 Mortgagor,
to MX Land & Livestock Corporation
6516 Valhalla Drive Klamath Falls, OR 97601 Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Sixteen 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:

1/33 Undivided Interest:

T38 S RL3 EW M Section 21; N $\frac{1}{2}$ SE $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ and Section 28;
NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ 240 acres M/L.

SEALS OF OREGON

NOTE: MORTGAGER SHALL HOLD MORTGAGEE HARMLESS FROM FEDERAL LAND BANK AND WAGGONER MORTGAGES.

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:

\$16,000.00 Klamath Falls, Oregon November 5, 1980

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

MX Land & Livestock Corporation, 6516 Valhalla Drive
at Klamath Falls, OR 97601

Sixteen thousand and no/100 DOLLARS,
with interest thereon at the rate of 9 $\frac{1}{2}$ percent per annum from January 10, 1981 until paid, payable in

installments of not less than \$162.28 in any one payment; interest shall be paid monthly and

the minimum payments above required; the first payment to be made on the 1st 10th day of December 1980, and a like payment on the 1st 10th day of each month thereafter, until the whole sum, principal and

interest has been 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 holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

* Strike words not applicable.

JOHN H. BREZA

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

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.

(b) ~~that no significant portion of the work of this organization shall be for purposes of commercial purposes other than~~
~~benefiting the community or other well being of any community or the nation or the world or the people of the world.~~

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.

San Marcos, CA 92069

TO HAVE HAD TO HOLD THE SAID BUSINESS WITH THE OBSTRUCTIONS AND THE SAID DIFFICULTIES

Fee \$7.00

MY COMMISSION EXPIRES JAN. 18, 1985

DEED

* As Trustee

KNOW ALL MEN BY THESE PRESENTS, That THE BANK OF CALIFORNIA, N.A.* a national banking association duly organized and existing under the laws of the State of Oregon, hereinafter called GRANTOR, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto RAYMOND WILLIAM HORENBERGER,
sole tenant,

hereinafter called GRANTEE and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, and State of Oregon, described as follows, to-wit:

BLOCK 66, LOT 30, OF THE 5th ADDITION TO NIMROD RIVER PARK as shown on map in official records of said county.

SUBJECT TO all conditions, covenants, reservations, restrictions, easements, rights and rights of way of record, official records of said county and state.

To have and to hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is
\$ 2,000.00

In construing this deed the singular includes the plural as the circumstances may require.

Done by the order of the grantor's board of directors with it's corporate seal affixed, this 10th day of March, 1981.

THE BANK OF CALIFORNIA
a National Banking Association

(Corporate Seal)

x

H.B. BILLINGS
V.P. & SR. TRUST OFFICER

x

C.J. Featherston
Trust Officer

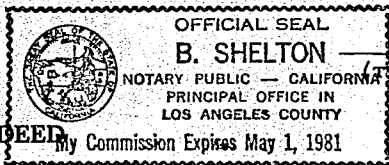
STATE OF CALIFORNIA,
COUNTY OF La

On MAR 13 1981

personally appeared H.B. BILLINGS, before the undersigned, a Notary Public of said State, known to me to be the Trust Officer, and C.J. Featherston known to me to be the Assistant Trust Officer of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)



Notary Public of Said State
B. Shelton

(TYPE OR PRINT IN INK NAME OF NOTARY PUBLIC)

When recorded return to

Raymond W. Horenberger

1308 W. Airport

Lompoc, California 93436

Until a change is requested all Tax Statements shall be sent to the following address:

Raymond W. Horenberger

Same as above

STATE OF OREGON ss.
County of Klamath

I certify that the within instrument was received for record on the 19th day of March, 1981, at 1:34 o'clock P.M., and recorded in book M81 on page 5004 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

County Clerk — Recorder

By Debra A. Jansen Deputy

Fee \$3.50

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