FORM No. 105A-MORTGAGE-One Page Leng F	- 07 <i>C</i> -	_9465A-1			
SN 97355 THIS MORTGAGE, Mad	de this 5th 127	VC	Di. <u>m 8/</u> rag	e 5002	8
by John H, Breza 542 Beverly Pl, Sa	n Marcos, CA 92069		Public C.	Mortgagor,	
to <u>MX Land & Livestock</u> 6516 Valhalla Drive WITNESSETH, That said	Klamath Falls, OF		Rocanitériese au apriliai fean Isie	Mortgagee,	
grant, bargain, sell and convey u	nto said mortgagee, his h	Dollars, to him pa leirs, executors, ad	ministrators and	assigns, that cer-	
tain real property situated in	Klamath (Trops) - (County, State of	Oregon, bounded	and described as	
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5003 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) the maximum sugarant and the proceeds of the second second second second second second second second second janski Popia **Rue** ségna risugers expense, that he will beep the e only waste of wild preprises. As the t Now, therefore, it said mortgager 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 pro-ceeding of any kind be taken to forcelose any-lien on said-premises or any part thereof, the mortgage 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 for-closed at any time thereafter. And if the mortgage may at his option do so, and any payment so made shall be added to and beccome 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 mortgage at oncedage may be foreclosed for principal; interest and all sums paid by the mortgage at any time while the mortgage neglects to repay any sums so paid by the mortgage. In the event of any suit or action being instituted to foreclose in sinortgage, the mortgage age is to be avoid unterest and all sums paid by the mortgage at any time while the mortgage inclusion and unterest and all sums to action being instituted to foreclose in such suit or action, and if, an appeal is taken from any judgment or decree entered therein mortgager for the secured by the lien of this mortgage included in included in the decree of foreclosure. Each and all of the ovenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgager is prove charges expectively. In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgage, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, atter first deducting all of said receiver's proper charges ead ÷0: at the sale Ì. IN. WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written. H.D . Breza 542 Beverly Pl *IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the margages is a creditor, as such word in the Truth-In-Lending Act and Regulation 2; the margages MUST camply San Marcos; CA 92069 with the Act and Regulation by making required disclavers; for this purpose, if this instrument is to be ar 1835; len to finance, the purchas of a dwelling, use Stevens-Rom No: 1305; or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No: 1306; or equivalent; it informed to 0 dwelling use Stevensheirs, executors, administrators and assigns foraver. TO HAVE AND TO HOLD the said premises with the apportenances unto the said mortalises, his County of Klamath County of Klamath I certify that the within as the was received for record on the "lay of March 19 81." Obster with all an simplar the pressure 1000 10sicord Count and ee \$7 355 said BYER VIED MYCGOMI BETCHE NO. 5 ΞĒ 5 NOP GACER SIA STATE OF OREGON, EFAI ŝ. Record of Mortgages ខ្ព Witness my fee number Evelyn. County affixed filing 1 19th at. .5 STATE OF CALIFORNIA COUNTY, OF SS. 2AN FEDERALY before me. SAF the undersigned, a Notary Public in and for said County and State, personally appeared Perza FOR NOTARY SEAL OR STAMP 542 BEVIE SAN MARCOS 920 **OFFICIAL SEAL** known to me to be the person whose name. subscribed to the Patrick M. Saunders within instrument and acknowledged that ccuted the NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN SAN DIEGO COUNTY ah MY COMMISSION EXPIRES JAN. 18, 1985

Individual (Rev. 9-68)

Ack.

(G.S.)

Misc.-166 Staple

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, RAYMOND WILLIAM HORENBERGER, sell and convey unto_ 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, situ-ated 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 s 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, ., 19_81 10th March this_ _ day of THE BANK OF QALIFORNIA a National Rank (Corporate Seal) eatherst Trust Officer STATE OF CALIFORNL COUNTY OF 1 3 1981 MAR before the undersigned, a Notary Public of said State, On H.R. BILLINGS personally appeared. V.P. & SR. TRUGT OFFICER _, known to me to be the C.J. Featherston Trust Officer, and 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 excepted the same pursuant to its bylaws or a resolution of its board of directors. WITNESS my hand and official seal. Notary Public of Said State OFFICIAL SEAL Shelton (SEAL) **B. SHELTON** PE OR PRINT IN INK NAME OF NOTARY PUBLIC) OTARY PUBLIC - CALIFORMA PRINCIPAL OFFICE IN LOS ANGELES COUNTY STATE OF OREGON EEDiv Commission Expires May 1, 1981 County of Klamath When recorded return to I certify that the within instrument was received for record on the 19th Raymond W. Horenberger day of March 1308 W. Airport 1:34 o'clock P.M., and recorded in _on page_5004 M81 Lompoc, California 93436 hook Record of Deeds of said County. Until a change is requested all Witness my hand and seal of County Tax Statements shall be sent to affixed. the following address: Evelyn Biehn County Clerk Raymond W. Horenberger County Clerk - Recorder

Same as above

10ebra a. Jansen By Deputy