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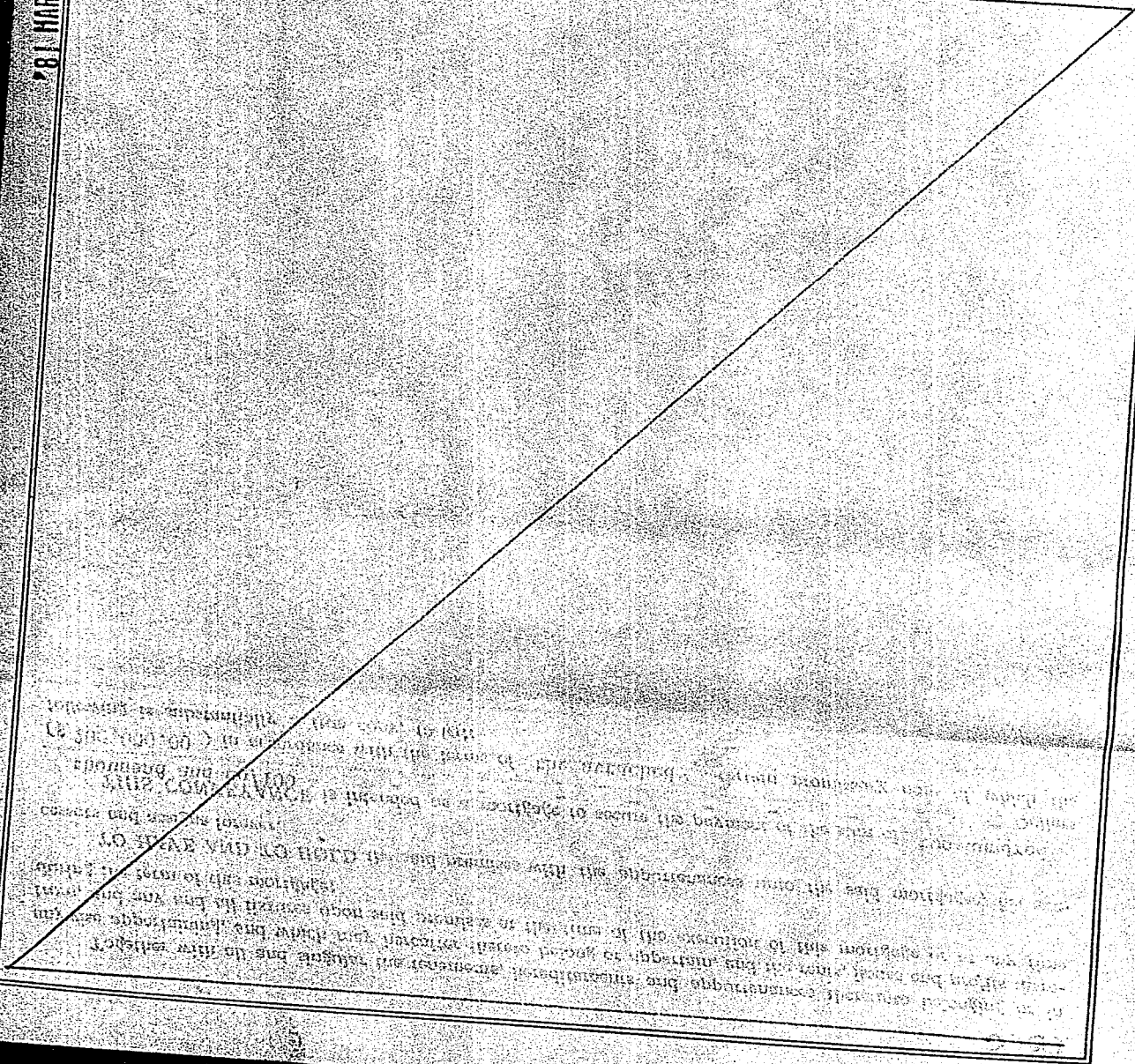
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THIS INDENTURE, Made this 6 day of March, 19 81,  
between EZD Farms, Inc. dba EZ Feed Cube Co., A Corporation  
as mortgagor, and Bank of America, Tulalake Branch  
as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of two hundred  
thousand and no/100 00 Dollars (\$ 200,000.00 ) to him  
paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee, successors and  
assigns those certain premises situated in the County of Klamath, and State of Oregon,  
and described as follows:

Township 41 South, Range 12 East of the Willamette Meridian  
Section 2: SE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ .



81 MAR 26 PM 4 01

5181

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 successors and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of two hundred thousand and no/100 - - - - - Dollars (\$ 200,000.00 ) in accordance with the terms of the attached Certain promissory note of which the following is substantially a true copy, to-wit:

# REAL ESTATE NOTE: COMBINED PRINCIPAL AND INTEREST IN INSTALMENTS

CHECK ☐ INDIVIDUAL ☒ CORPORATION  
APPROPRIATE BLOCK ☐ PARTNERSHIP ☐ ASSOCIATION

No.

5182

\$ 200,000.00 Tulelake, California March 6, 1981

1. For value received, the undersigned promises to pay in lawful money of the United States of America, to the order of the

**BANK OF AMERICA**  
NATIONAL TRUST AND SAVINGS ASSOCIATION

("BANK") at its

Tulelake

Branch

In this City the principal sum of two hundred thousand and no/100 - - - - - DOLLARS (\$ 200,000.00 ),

with interest in like lawful money from - - - - - date - - - - -  
at the rate(s) set forth in this Note on the decreasing balance of said principal sum until paid; and, subject to any right in the holder of this Note to declare the whole sum of principal and interest of this Note and any other indebtedness or obligation (collectively referred to herein as "indebtedness") secured by the deed of trust that secures this Note immediately due and payable, to pay said principal sum and interest in instalments as follows:

Interest only commencing - - - - - and on the - - - - - ( - - - ) day

of each successive month thereafter through - - - - - , at a rate per annum

on amounts as disbursed - - - - - per cent ( - - - - - %) in excess of BANK's prime rate for ninety (90) day loans for substantial commercial borrowers as from time to time in effect; any change in such prime rate to take effect at the opening of business on the day specified in the public announcement of a change in said prime rate. During this period interest shall be calculated on the basis of a three hundred sixty (360) day year and actual days elapsed.

Thereafter interest shall be at a rate of fifteen - - - - - per cent ( 15 ) % per annum, and principal and interest shall be payable in instalments as follows:

Thirty thousand four hundred sixty-two and no/100 - - - - - DOLLARS (\$ 30,462.00 )

on March 1, 1982 and twenty-nine - - - - -

( 29 ) successive annual instalments of

thirty thousand four hundred sixty-two and no/100 - - - - - DOLLARS (\$ 30,462.00 )

on March 1, 1983 and - - - - -

- - - - - thereafter until March 1, 2011, on which date the entire balance of principal and interest unpaid shall be due and payable; and it is agreed that each instalment, when paid, shall be applied by the holder hereof, first, so much thereof as shall be required, to the payment of interest accrued as above specified, and next, the balance thereof to the repayment of the principal sum.

2. Once in any loan year ("loan year" as used herein means a twelve month period commencing on the date hereof or on any anniversary of this Note) the undersigned may prepay an amount not to exceed 15% of the face amount of this Note without premium. During the first

- - - - - loan years should the undersigned elect to prepay in any loan year in excess of 15% of the face amount of this Note, the undersigned

promises to pay to the holder of this Note a prepayment premium of - - - - - % of the amount of principal prepaid in excess of 15%

of the face amount of this Note. Such premium shall decline, beginning in the - - - - - loan year, by - - - - - %

per loan year to a minimum of - - - - - % in the - - - - - loan year and thereafter.

Each prepayment shall be applied to the most remote principal instalment(s) of this Note.



# REAL ESTATE NOTE: COMBINED PRINCIPAL AND INTEREST IN INSTALLMENTS

CHECK  
APPROPRIATE  
BLOCK

☐ INDIVIDUAL  
☐ PARTNERSHIP

☒ CORPORATION  
☐ ASSOCIATION

No.

5482

\$ 200,000.00

Tulelake

California

March 6

1981

1. For value received, the undersigned promises to pay in lawful money of the United States of America, to the order of the

**BANK OF AMERICA**  
NATIONAL TRUST AND SAVINGS ASSOCIATION

("BANK") at its

Tulelake

Branch

In this City the principal sum of two hundred thousand and no/100 - - - DOLLARS, (\$ 200,000.00 ),

with interest in like lawful money from - - - date - - - at the rate(s) set forth in this Note on the decreasing balance of said principal sum until paid; and, subject to any right in the holder of this Note to declare the whole sum of principal and interest of this Note and any other indebtedness or obligation (collectively referred to herein as "indebtedness") secured by the deed that secures this Note immediately due and payable, to pay said principal sum and interest in installments as follows:

Interest only commencing - - - and on the - - - ( - - - ) day

of each successive month thereafter through - - - , at a rate per annum

on amounts as disbursed - - - per cent ( - - - %) in excess of BANK's prime rate for ninety (90) day loans for substantial commercial borrowers as from time to time in effect, any change in such prime rate to take effect at the opening of business on the day specified in the public announcement of a change in said prime rate. During this period interest shall be calculated on the basis of a three hundred sixty (360) day year and actual days elapsed.

Thereafter interest shall be at a rate of fifteen - - - per cent ( 15 %) per annum, and principal and interest shall be payable in installments as follows:

Thirty thousand four hundred sixty-two and no/100 - - - DOLLARS (\$ 30,462.00 )

on March 1, 1982 and twenty-nine - - -

( 29 ) successive annual installments of

thirty thousand four hundred sixty-two and no/100 - - - DOLLARS (\$ 30,462.00 )

on March 1, 1983 and - - -

thereafter until March 1, 2011, on which date the entire balance of

principal and interest unpaid shall be due and payable; and it is agreed that each installment, when paid, shall be applied by the holder hereof, first, so much thereof as shall be required, to the payment of interest accrued as above specified, and next, the balance thereof to the repayment of the principal sum.

2. Once in any loan year ("loan year" as used herein means a twelve month period commencing on the date hereof or on any anniversary of this Note) the undersigned may prepay an amount not to exceed 15% of the face amount of this Note without premium. During the first

loan years should the undersigned elect to prepay in any loan year in excess of 15% of the face amount of this Note, the undersigned

promises to pay to the holder of this Note a prepayment premium of - - - % of the amount of principal prepaid in excess of 15%

of the face amount of this Note. Such premium shall decline, beginning in the - - - loan year, by - - - %

per loan year to a minimum of - - - % in the - - - loan year and thereafter. Each prepayment shall be applied to the most remote principal installment(s) of this Note.

3. In the event the holder of this Note declares the indebtedness immediately due and payable, the holder may, except as provided in Paragraph 4, include in the amount due and payable the amount which would then be due as prepayment premium if the undersigned prepaid this Note in full.

4. The holder of this Note shall have the option, upon 180 days written notice to the undersigned, during the - - -

of declaring the indebtedness due and payable; provided, however, that in such event the undersigned shall have the right to repay the indebtedness in full without prepayment premium within 180 days of the date of said written notice.

5. The undersigned, if more than one, shall be jointly and severally liable hereunder.

6. In the event of commencement of suit to enforce payment of this Note, the undersigned agrees to pay such additional sum as attorneys' fees as the court may adjudge reasonable.

7. If default be made in the payment when due of any part or installment of principal and/or interest, the holder hereof may, without notice or demand, declare the indebtedness immediately due and payable.

8. Notwithstanding any other provision of this Note, if default be made in the payment when due of any part or installment of principal or interest or both the undersigned agrees to pay a delinquency charge for each installment in default fifteen days

of one - - - per cent ( 1 %) of each installment.

IN WITNESS WHEREOF, the undersigned has caused this note to be executed by its officers thereunto duly authorized and directed by a resolution of its Board of Directors duly passed and adopted by a majority of said Board at a meeting thereof duly called, noticed and held.

**EZD Farms, Inc. dba**  
**EZ Feed Cube Co.**

BORROWER

a Corporation

By - - - President

By - - - Secretary

BORROWER SIGN HERE

BORROWER SIGN HERE

BORROWER SIGN HERE

Telephone No. 723-5751

Mail Address P. O. Box 7

Malin, OR 97632

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: March 1 <sup>INITIAL</sup> 2001



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 any other purpose, including but not limited to, the purchase of a dwelling, the improvement of a dwelling, or the payment of a debt secured by a mortgage on real property.~~

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-wit:

That mortgagor is lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto,

and that he will warrant and defend the same against the claims and demands of all persons whomsoever; That he will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force he will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That he will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. 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.

That so long as this mortgage shall remain in force he will keep the buildings now erected, or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$ 200,000.00 in some company or companies acceptable to said mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof to said mortgagee.

NOW, THEREFORE, if the said mortgagor shall pay said promissory note and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

\* 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.



In the event of any suit or action being instituted to foreclose this mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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 shall be taken to mean and include the plural, the masculine pronoun shall mean 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, the mortgagor has executed this instrument this 6 day of March 19 81; if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

EZD Farms, Inc. dba

EZ Feed Cube Co.

A Corporation

BY: Donna J. Michu (Pres.)  
President

(If executed by a corporation,  
affix corporate seal)

STATE OF OREGON,

County of \_\_\_\_\_

19 \_\_\_\_\_

Personally appeared the above named \_\_\_\_\_

and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Before me:

(OFFICIAL  
SEAL)

Notary Public for Oregon

My commission expires \_\_\_\_\_

STATE OF OREGON, County of Washington ss.

Personally appeared Donna J. Michu and \_\_\_\_\_

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_

EZD Farms, Inc. a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. AL

Before me:

Linda C. Carroll  
Notary Public for Oregon

My commission expires: July 26, 1982

LINDA C. CARROLL  
NOTARY PUBLIC  
OFFICIAL SEAL  
SISKIYOU COUNTY  
My comm. expires JUL 26, 1982

# MORTGAGE

TO

AFTER RECORDING RETURN TO

Bank of America NT&SA  
Tulelake Branch  
P. O. Box 518  
Tulelake, CA 96134

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 26th day of March, 1981, at 4:01 o'clock P.M., and recorded in book 181 on page 5480 or as file/real number 97661, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Beltn County Clerk  
Recording Officer  
By Luba A. Jones Deputy

Fee \$24.50