

T/A #M-38-11170

Vol. 78/ Page

14214

TN

3048

31st

day of

July

19 81

by

THIS MORTGAGE, Made this
LINDEMANN FARMS, INC., a corporation

Mortgagor, to HUBERT BRUNS and MERLE S. BRUNS

Mortgagee,

TWO HUNDRED FIFTY

THOUSAND and NO/100 - - - - - (250,000.00) - - - - - 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:

MORTGAGE

SEE ATTACHED DESCRIPTION

THIS MORTGAGE IS A SECOND MORTGAGE AND IS BEING RECORDED SECOND
AND JUNIOR TO A FIRST MORTGAGE IN FAVOR OF THE FEDERAL LAND BANK,
A corporation.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:s 250,000.00 Klamath Falls, Ore. July 31 19 81
I (or if more than one maker) we, jointly and severally, promise to pay to the order of
HUBERT BRUNS and MERLE S. BRUNS at Klamath Falls, Ore. or as directed
TWO HUNDRED FIFTY THOUSAND and NO/100 - - - - - August 10, 1981 - - - - - DOLLARS.
with interest thereon at the rate of 10% percent per annum from 26,500.00 in any one payment; interest shall be paid annually and
annual installments of not less than \$ 10th day of August until paid, payable in
the minimum payments above required; the first payment to be made on the 10th day of August
19 82, and a like payment on the 10th day of each year thereafter, until ~~XXXXXXXXXXXX~~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.**August 10, 1991 at which time all sums
of Principal & Interest then outstanding
shall become immediately due and payable.The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-
comes due, to-wit: August 10 19 91
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 theretoand 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 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 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.

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 or (even if mortgagor is a natural person) are for 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.

LINDEMANN FARMS, INC.

BY: *[Signature]*

BY: *[Signature]*

*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.

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

FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

STATE OF OREGON,

ss.

On this 10th day of August, 1981,

County of Klamath } before me appeared George T. Lindemann both to me personally known, who being

Thomas C. Lindemann } duly sworn, did say that he, the said George T. Lindemann both to me personally known, who being

is the President, and he, the said Thomas C. Lindemann of LINDEMANN FARMS, INC.,

is the Secretary of LINDEMANN FARMS, INC.,

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and George T. Lindemann and Thomas C. Lindemann

acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

my official seal the day and year last above written.

[Signature]
 Notary Public for Oregon.
 My Commission expires March 22, 1985

(FORM No. 105A)

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

TO

AFTER RECORDING RETURN TO

7-1A-So. 6th
 3078

SPACE RESERVED

FOR

RECORDER'S USE

County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/roll/volume No. _____ on page _____ or as document/fee/file/instrument/microfilm No. _____ Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME

By

TITLE

Deputy

DESCRIPTIONPARCEL 1

That portion of Lot 1 of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the section line 150 feet, more or less, West of the Northeast corner of said Lot 1; thence East along the section line a distance of 150 feet, more or less, to the said Northeast corner; thence South a distance of 60 feet, more or less, to a point on the East line of said Lot 1; thence in a Northwestern direction to the point of beginning.

ALSO a strip of land 100 feet in width in the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$), Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) and South half of the Northeast quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, as described in that deed from Bly Logging Company to Weyerhaeuser Timber Company, dated July 10, 1950 and recorded November 22, 1950 in Book 243 at page 444, Deed Records.

PARCEL 2

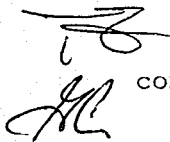
The S $\frac{1}{2}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36, Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 3

The S $\frac{1}{2}$ S $\frac{1}{2}$ Section 31, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 4

Government Lot 1; those portions of Government Lots 2 and 3 lying Northeasterly of Weyerhaeuser Timber County Road; the S $\frac{1}{2}$ NE $\frac{1}{4}$; the S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$; the SE $\frac{1}{4}$ lying Northeasterly of the Klamath Falls-Lakeview Highway; and the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying Northeasterly of the Klamath Falls-Lakeview Highway, EXCEPTING THEREFROM the S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; all of Section 1, Township 37 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

 continued

Description continued

PARCEL 5

The N $\frac{1}{2}$; W $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 5, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 6

All of Section 6, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying North-east of U.S. Highway #66.

PARCEL 7

The NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Northeasterly of U.S. Highway #66.

PARCEL 8

The N $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; and the SW $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPT the South 330 feet, all in Section 8, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 9

The N $\frac{1}{2}$ of Lot 1 lying North of U.S. Highway No. 66, also known as Highway No. 140, in Section 7, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPT the following described tract:

Beginning at a point on the North Section line 150 feet West of the Northeast corner of Lot 1; thence East 150 feet to the said Northeast corner; thence South 60 feet; thence Northwesterly to the point of beginning.



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.
 this 11th day of August A.D. 19 81 at 11:28 clock A.M., and
 duly recorded in Vol. M81, of Mortgages on Page 14211

By EVLYN BIEHN, County Clerk
Pennerchard

Fee \$14.00