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THIS INDENTURE, Made this 11th day of December, 1981,
between WILLIAM D. NOONAN and ROSEMARIE B. NOONAN, husband and wife,

as mortgagor S., and CALIFORNIA SCOTT TAYLOR and CALIFORNIA S. TAYLOR and
HAROLD YOUNG, Trustees,

as mortgagee S.,
WITNESSETH, That the said mortgagor S. for and in consideration of the sum of
TWENTY THOUSAND and NO/100----- Dollars (\$20,000.00) to them
paid by the said mortgagee S., do hereby grant, bargain, sell and convey unto the said mortgagee S. and
assigns those certain premises situated in the County of Klamath, and State of
Oregon, and described as follows:

As described on Exhibit "A" attached hereto.

SUBJECT TO a prior Mortgage wherein William D. Noonan and Rosemarie B. Noonan are Mortgagors and the State of Oregon Department of Veterans Affairs is the mortgagee, executed on the 14th day of December 1981, given to secure the payment of the sum of \$140,742.00, which said Mortgage is recorded in Volume M-81, Page 21403, Mortgage Records 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 S. and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Twenty Thousand and no/100 ----- Dollars
(\$ 20,000.00) in accordance with the terms of ----- a ----- certain promissory note of which the

following is substantially a copy -----
\$ 20,000.00 Klamath Falls, Oregon. December 11, 1981.

I (or if more than one maker) we, jointly and severally, promise to pay to the order of California
Scott Taylor and California S. Taylor and Harold Young, Trustees,
at Klamath Falls, Oregon

Twenty Thousand and no/100 ----- DOLLARS.
with interest thereon at the rate of 12 percent per annum ----- date ----- until paid, payable in
Annual installments of not less than \$ 2,677.50 ----- annually and
on the 11th day of December, 1982.

----- the minimum payments above required, the first payment to be made on the 11th day of December
1982, and if like payment on the 11th day of December 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. This Note may be prepaid at any time without penalty; the
full sum, both principal and interest, shall be due and payable
at the end of 10 years from the date
of this Note.

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 No-
tice below),
(b) ~~for an organization or (even if mortgagor is a natural person) are for business or commercial pur-~~
~~poses other than agricultural purposes.~~

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

That they are lawfully seized of said premises, and now have a valid and unincumbered
fee simple title thereto,

and that they will forever warrant and defend the same against the claims and demands of all per-
sons whomsoever;

That they 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 they 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 they 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 S.,
the mortgagor S. shall join with the mortgagee S. in executing one or more financing statements pursuant to the
Uniform Commercial Code, in form satisfactory to the mortgagee S., 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 agen-
cies as may be deemed desirable by the mortgagee S.

That so long as this mortgage shall remain in force they will keep the buildings now erected,

A tract of land situated in the Northwest Quarter of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said Section 33; said point being South 00°13'13" East 60.00 feet from the Northwest corner of said Section 33; thence along the section line South 00°13'13" East 1286.72 feet to the Northwest corner of that tract of land described in Deed Volume M78-Page 29042, of the Klamath County Deed Records; thence North 88°59'47" East 498.68 feet to the 3/8 inch iron pipe as described in said M78-29042; thence, generally following along an existing fence line and along the Northerly and Westerly lines of that tract of land described in Deed Volume M74-Page 9920, of said Klamath County Deed Records (and also shown by recorded survey No. 973, as recorded in the office of the Klamath County Surveyor), North 89°11'30" East 1293.09 feet (1292.76 by deed) to a fence corner post, North 00°55'21" West (North 0°47' West by deed) 244.13 feet to a 1/2 inch iron pipe, North 10°41'39" East 342.07 feet (North 10°50' East 342.55 feet by deed) to a 1/2 inch iron pipe; thence North 448.37 feet; thence along the arc of a curve to the right, (radius point bears North 20°08'19" East 330.00 feet, central angle equals 27°58'36") 161.13 feet; thence along the arc of a curve to the left, (radius point bears South 48°06'55" West 270.00 feet, central angle equals 23°06'55") 108.93 feet; thence North 65°00'00" West 133.66 feet; thence along the arc of a curve to the left, (radius equals 270.00 feet, central angle equals 25°11'16") 118.70 feet to a point that is 60.00 feet Southerly of, when measured at right angles to, the North line of said Section 33; thence South 89°43'44" West 1400.97 feet to the point of beginning, with bearings based on recorded survey No. 3028, as recorded in said Klamath County Surveyor's office;

EXCEPTING THEREFROM, the C-4K Lateral deeded to the U.S.B.R. and lands adjacent to said lateral deeded to Klamath Irrigation District by Deed Volume M77-23806 and M78-29044, of said Klamath County Deed Records.

The above described tract of land is subject to a 30 foot County Road right of way along the West line and the 125 foot Klamath Falls-Malin 230 KV transmission line.

The above described tract of land is also SUBJECT TO a 20-foot slope easement along a portion of the Northerly line, said easement measured at right angles to and lying southerly of the following described line: Beginning at the Northeast corner of the said tract of land; thence Northwesterly, along said Northerly line, 403.72 feet.

TOGETHER WITH a non-exclusive easement for roadway purposes more particularly described as follows:

A strip of land 30 feet in width across the C-4-k lateral at Station 165 plus 20 to Station 165 plus 50. As described in an easement from Klamath Irrigation District to California Scott Taylor and California S. Taylor and Harold Young, Trustees, Recorded December 29, 1978, in Volume M78, Page 29046.

or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$full insurable value in some company or companies acceptable to said mortgageeS... and for the benefit of said mortgageeS; and will deliver all the policies and renewals thereof to said mortgagee S

NOW, THEREFORE, if the said mortgagorS 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 S... 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 mortgagorS... shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee S... 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.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagoes... agrees to pay all costs and disbursements allowed by law and such sum as the 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, mortgagorS further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, together with the reasonable costs incurred by the mortgageS... 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 WITNESS WHEREOF, the said mortgagorS have hereunto set their hands the day and year first above written.

William O. Thomas
Thomas O. Thomas

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (c) 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 Stovani-Noss Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stovani-Noss Form No. 1305, or equivalent.

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59.

known to me to be the identical individual S. described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

my official seal the day and year last above written.

Edw. L. Addison
Notary Public for California

Notary Public for Oregon.

My Commission expires 3-22-85

MORTGAGE

(FORM No. 8)

TO

STATE OF OREGON,

County of Klamath.

I certify that the within instrument was received for record on the 17 day of December, 1981, at 3:34 o'clock P.M., and recorded in book M.81 on page 21569, Record of Mortgages of said County or as filing fee number 7516.

Witness my hand and seal of
County affixed.

Evelyn... Biehn.

County Clerk Title

County clerk..... Title
By *James M. Gantt*

| Fee | Deputy. |
|---------|---------|
| \$20.00 | |

23 STEVENS-NESS LAW FIRM, CO. PORTLAND, ORE

FLA-500-645