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Vol. 118 Page 10247



THIS MORTGAGE, Made this 9th day of August, 1982, By  
EDWARD J. PAYNE and MARQUITA PAYNE, husband and wife,

Mortgagor, to NETTA J. BRITTON

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of One Hundred Forty Six Thousand, Three Hundred Sixteen & 00/100 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:

NOB10606

SEE ATTACHED EXHIBIT "A"

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 one promissory note, of which the following is a substantial copy:

\$ 146,316.00 Klamath Falls, Oregon August 19 82

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

at Merrill, Oregon,  
One Hundred Forty Six Thousand, Three Hundred Sixteen and 00/100----- DOLLARS,  
with interest thereon at the rate of nine percent per annum from date hereof until paid, payable in annual installments of not less than \$ 16,028.40 in any one payment; interest shall be paid annual and

~~XXXXXX~~ the minimum payments above required; the first payment to be made on the 10th day of December, 19 83, and a like payment on the 10th day of each 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.

\* Strike words not applicable.

/s/ Edward J. Payne

/s/ Marquita Payne

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: December 10, 19 92

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.

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~~agreement purposes~~

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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 pro ceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to foreclose 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.

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The provisions herein contained shall apply to and bind the heirs, executors, administrators

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.

Edward J. Payne  
EDWARD J. PAYNE

**\*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 the instrument is to be a **FIRST** lien to finance the purchase of a dwelling, use **Slevens-Ness Form No. 1305** or equivalent; if this instrument is **NOT** to be a first lien, use **Slevens-Ness Form No. 1306**, or equivalent.

MARQUITA PAYNE  
Marquita Payne

STATE OF OREGON,

County of Klamath

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August 9<sup>th</sup> 1982

Personally appeared the above named husband and wife, .....

EDWARD J. PAYNE and MARQUITA PAYNE.

and acknowledged the foregoing instrument to be their voluntary act and deed.



~~Before me:~~

Notary Public for Oregon

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

## MORTGAGE

(FORM No. 105A)

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

Edward J. Payne  
Marquita Payne

TC

Netta J. Britton

AFTER RECORDING RETURN TO

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

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/reel/volume No. .... on  
page ..... or as document/tee/file/

instrument/microfilm No. ....  
Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy \_\_\_\_\_

Commencing at the Southwest corner of Section 31, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and extending thence East along the South section line of said Section 31 a distance of 1320 feet, more or less, to a point in the center line of a certain private drain ditch, which point is the true point of beginning; extending thence North along the line of said drain ditch to its intersection with the center line of the U.S. Bureau of Reclamation "D" Canal, formerly the "Adams Canal"; thence Southeasterly along the center line of said "D" Canal to the North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 31; thence East along the North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  to the East line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence South along the East line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  to the South section line of said Section 31; thence West along said South section line of said Section 31 a distance of 2640 feet, more or less, to the true point of beginning, EXCEPTING THEREFROM any portion of the above described land lying within the boundaries of Anderson Road and Bureau of Reclamation canals, drains or ditches.

SUBJECT TO: (1) Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein, dated February 23, 1977, recorded February 25, 1977, in Volume M-77, Page 3384, Microfilm Records of Klamath County, Oregon, in the amount of \$55,000.00, wherein Netta J. Britton is Mortgagor and The Federal Land Bank of Spokane is Mortgagee; and (2) reservations, restrictions, easements and rights of way of record and those apparent on the land.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 10 day of August, A.D. 1982 at 8:49 o'clock A. M. and  
duly recorded in Vol. M 82, of Mtge on page 10247  
Fee \$12.00

By Joyce McArthur EV. LYN BROWN, County Clerk