

K-35636

STEVEN'S-HESS LAW PUBLISHING CO., 12720

TN

15838

THIS MORTGAGE, Made this 21 day of September, 1982, by  
HAL B. HEIDEMAN and JACQUELINE E. HEIDEMAN, husband and wife

Mortgagor, to MARK L. BONHAM

WITNESSETH, That said mortgagor, in consideration of

100 SEVEN THOUSAND NINETY TWO AND NO/100 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 CLATSOP County,  
 State of Oregon, bounded and described as follows, to-wit:

Beginning at a 1 inch iron pipe marking the Northwest corner of the NE 1/4 of the NE 1/4 of Section 16, Township 26 South Range 10 East of the Willamette Meridian, from which point the Northeast corner of said Section 16 bears South 89°25'40" East 1329.31 feet; run thence South 45°01'30" East 948.74 feet to a point on a private road; thence 74.56 feet along the arc of a 46 foot radius curve to the right (the long chord of which bears North 42°10'58" East 66.66 feet); thence leaving said road North 7°36'55" East 618.63 feet to a point on the North line of said Section 16; thence North 89°25'40" West 797.94 feet to the point of beginning; containing 6.33 acres more or less.

and hereunto the following instrument is attached

Let the said mortgagee, his heirs, executors, administrators and assigns, do hereby

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:

\$ 7,092.00

Eugene, Oregon September 21, 1982  
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of MARK L. BONHAM

SEVEN THOUSAND NINETY TWO AND NO/100 at Lane Escrow and Title Co., Eugene, Oregon  
 with interest thereon at the rate of 10 per cent. per annum from September 22, 1982 until paid,  
 principal and interest payable in monthly installments of not less than \$ 70.00 in any one payment; each payment as made  
 shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the 22nd day  
 of October, 1982, and a like payment on the same day of each month thereafter until  
September 22, 1992, when the whole unpaid balance hereof, if any, shall become due and payable; if any of said

installments is not so paid, the whole sum of both 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 the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Buyer shall not prepay during the 1982 year, no prepayment penalty after 1/1/83.

THIS NOTE IS SECURED BY A MORTGAGE

ENTIRE BALANCE DUE AND PAYABLE 9/22/92

Hal B. Heideman

Jacqueline E. Heideman

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: September 22, 1992  
 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 except easements, conditions and restrictions of record.

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 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.

282 SEP 24 AM 11 22

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 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 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 the said mortgage and to the interest therein and assigns of said mortgage.

Each and all of the covenants and agreements in this mortgage and included in the decree of foreclosure, and assigns of said mortgagor and of said mortgagee respectively. In case suit or action is commenced by the mortgagee or assigns of said mortgagee, the appraiser 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 mortgage or mortgagee, in any of the foregoing provisions, in any context so requires, the singular shall be construed to include the plural, and the plural shall be construed to include the singular.

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.

The property shall be used for recreational use only.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

to see us hand the day and year first above

*Hal B. Heideman*  
Hal B. Heideman

*Jacqueline E. Heideman*  
Jacqueline E. Heideman

**IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable, if warranty (a) is applicable and if the mortgage is a credit, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgage MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this Form No. 1305 or equivalent is used 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. ~~USE THIS FORM TO RECORD THE DEBTS~~

TO HAVE AND TO HOLD the said business with the abovesaid and the said mortgage, to  
or to and from during the term of the mortgage,  
to be hereafter and until such time as the said business or the term of the mortgage  
**STATE OF OREGON**, and the said person or persons, and the said mortgage and  
together with all such rights, ss. interests, possessions and abovesaid, together with  
County of \_\_\_\_\_ Lane \_\_\_\_\_ September \_\_\_\_\_ 31 82

Personally appeared the above named Hal B. Heideman, Jacqueline E. Heideman

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

**Before me:**

Marilyn V. McKern  
Notary Public for Oregon  
My commission expires: 12.2.84



# MORTGAGE

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

**TÖ**

**AFTER RECORDING RETURN TO**

KCT  
12839

STATE OF OREGON,  
County of Klamath } ss.

I certify that the within instrument was received for record on the 24 day of Sept., 1982, at 11:22 o'clock A.M., and recorded in book/reel/volume No. M. 82 on page 12720 or as document/fee/file/instrument/microfilm No. 15838. Record of Mortgages of said County.

Witness my hand and seal of  
County affixed

Evelyn Biehn, County Clerk  
NAME Joyce McEwen TITLE Deputy  
By Joyce McEwen Fee \$8.00

2000