

IN

1985

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THIS MORTGAGE, Made this 20th day of May, 1982, by
DONALD O. WARREN and LINDA J. WARREN

Mortgagor, to RICHARD F. LAUBENGAYER, Trustee of MOUNTAIN VIEW ORTHOPEDIC ASSOCIATES, P.C. RETIREMENT PLAN or RICHARD F. LAUBENGAYER, Trustee of MOUNTAIN VIEW ORTHOPEDIC ASSOCIATES, P.C. PROFIT SHARING PLAN, Mortgagee;

WITNESSETH, That said mortgagor, in consideration of FOURTEEN THOUSAND FOUR HUNDRED AND NO/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:

Lot 1, Block 38, 6th Addition, Klamath River Acres according to the official plat thereof on file in the records of Klamath County, Oregon;

Lot 2, Block 38, Tract No. 1084, 6th Addition, Klamath River Acres, according to the official plat thereof on file in the 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, 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:

\$ 14,400.00

Klamath Falls, Oregon May 20, 1982

I (or if more than one maker) we, jointly and severally, promise to pay to the order of MOUNTAIN VIEW ORTHOPEDIC ASSOCIATES, P.C., RETIREMENT PLAN OR MOUNTAIN VIEW ORTHOPEDIC ASSOCIATES, P.C. PROFIT SHARING PLAN at Klamath Falls, Oregon FOURTEEN THOUSAND FOUR HUNDRED AND NO/100----- DOLLARS,

with interest thereon at the rate of 15-1/2 percent per annum from May 20, 1982 until paid, payable in monthly installments of not less than \$ 187.85 in any one payment; interest shall be paid and

XXXXXX is included in the minimum payments above required; the first payment to be made on the 20th day of June 1982, and a like payment on the 20th day of each month 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 is secured by a mortgage of even date.

* Strike words not applicable.

Donald O. Warren
Linda J. Warren

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: June 27, 1987.

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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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.

Harold O. Brown III
Linda J. Hawn

STATE OF OREGON.

County of Klamath

SS.

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Personally appeared the above named DONALD O. WARREN and LINDA J. WARREN

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

Before me:

Notary Public for Oregon
My commission expires:

My commission expires:

My commission expires:

MORTGAGE

(FORM No. 105A)

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

DONALD O. WARREN and
LINDA J. WARREN

TO

MT. VIEW ORTHOPEDIC ASSOC.
PENSION & PROFIT SHARING

AFTER RECORDING RETURN TO

James E. McCobb, P.C.
P. O. Box 5050
Klamath Falls, OR 97601

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 20 day of Jan 1983 at 10:26 o'clock A.M. and recorded in book reel volume No. M83 on page 119 or as document fee file instrument/microfilm No. 19654 , Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Evelyn biehn county Clerk

By Deputy
Fee \$8.00