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21013

THIS INDENTURE, Made this 24th day of February, 1982,
 between Benjamin F. Balme and Lenor Balme, husband and wife
 as mortgagor, and Klamath Orthopedic Clinic, P.C., Employees Money Purchase
Pension Trust 1 - 1000195-6 B.F.B. as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of One Hundred
Sixty One Thousand Seven Hundred Seventy and 89/100 Dollars (\$ 161,770.89), to him
 paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee, his successors
 and assigns, those certain premises situated in the County of Klamath, and State of
Oregon, and described as follows:

See Exhibit "A" attached hereto
 and by this reference incorporated herein.

EXHIBIT "A"

AN UNDIVIDED ONE-HALF INTEREST IN THE FOLLOWING DESCRIBED REAL
 PROPERTY:

A parcel of land situated in the SE-1/4 NW-1/4 of Section 20,
 Township 38 South, Range 9 E.W.M., Klamath County, Oregon, more
 particularly described as follows:

Beginning at a 5/8" iron pin on the Easterly line of that parcel
 described in Volume M-69, page 5894, Deed records of Klamath
 County, Oregon, which point bears N. 0°51' E. a distance of
 549.15 feet from the center one-quarter corner of said Section 20;
 thence N. 87°49' W. a distance of 194.8 feet to a point; thence
 S. 02°38'30" W. a distance of 35.0 feet to a point; thence along
 the arc of a curve to the right, (having a radius of 100.5 feet
 and a long chord bearing S. 13°39'20" W. 38.4 feet) a distance of
 38.45 feet to a point; thence along the arc of a curve to the
 left (having a radius of 74.5 feet and a long chord bearing
 S. 18°52'05" W., 15.06 feet) a distance of 15.09 feet to a point
 on the Easterly line of Campus Drive as the same is presently
 located and constructed; thence along said Easterly line and
 along a circular curve to the right (having a radius of 1004.93
 feet and a long chord bearing S. 03°50'50" W., 20.87 feet) a
 distance of 20.89 feet to a point; thence leaving said Easterly
 line, S. 87°49' E. a distance of 210.13 feet to an iron pin on
 the East line of said SE-1/4 NW-1/4; thence N. 0°51' E., along
 said East line, a distance of 107.95 feet to the point of
 beginning. EXCEPTING THEREFROM, the East 85.0 feet thereof.

Together with perpetual Easements for Ingress and Egress along
 the North 20 feet and the South 20 feet of the East 85 feet
 herein excepted.

SUBJECT TO:

- (1) Assessments and charges of the City of Klamath Falls for
 monthly water and/or sewer service.
- (2) Easement, including the terms and provisions thereof, given
 by D. T. Matthews, et al, to City of Klamath Falls, Oregon,
 dated July 14, 1972, and recorded July 20, 1972, on page
 7929, records of Klamath County, Oregon.
- (3) Easement, including the terms and provisions thereof, given
 by William R. Stewart and D. T. Matthews, dated August 10,
 1972, and recorded August 17, 1972, on page 9207, records
 of Klamath County, Oregon.
- (4) Right of Way Easement, including the terms and provisions
 thereof, given by B. F. Balme to Pacific Power & Light
 Company, dated September 15, 1976, in M-76 on page 18554,
 records of Klamath County, Oregon.

RECORDS OF CLERK OF DISTRICT COURT
COMBINED WITH RECORDS OF DISTRICT COURT
CLERK OF DISTRICT COURT
RECORDS OF DISTRICT COURT

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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 successors and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of One Hundred Sixty One Thousand Seven Hundred Seventy and 89/100 Dollars (\$61,770.89) in accordance with the terms of certain promissory note of which the following is substantially a true copy, to-wit:

\$161,770.89 Klamath Falls, Oregon, Feb 24th, 1982

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Klamath
Orthopedic Clinic, P.C. - Employees Money Purchase
Pension Trust 1-1000195-8 at Klamath Falls, Oregon
One Hundred Sixty One Thousand Seven Hundred Seventy and 89/100 DOLLARS,
with interest thereon at the rate of 17 percent per annum from Feb 24, 1982 until paid, payable in
monthly installments of not less than \$2489.44 in any one payment; interest shall be paid monthly and
*in addition to the minimum payments above required; the first payment to be made on the 1st day of March
*is included in 1982, and a like payment on the 1st day of the 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.

* Strike words not applicable.

B. J. Balmes
Deputy Balmes

FORM No. 217—INSTALLMENT NOTE. SN Stevens-Ness Law Publishing Co., Portland, Ore

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: February 1, 1997.

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.

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

That mortgagor is lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto,

and that he will warrant and defend the same against the claims and demands of all persons whomsoever;

That he 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 he 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 he 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, 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.

That so long as this mortgage shall remain in force he will keep the buildings now erected, or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$ _____ in some company or companies acceptable to said mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof to said mortgagee.

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

* 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.

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In the event of any suit or action being instituted to foreclose this mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the mortgagor agrees to pay all reasonable costs incurred by the mortgagee 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 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 shall be taken to mean and include the plural, the masculine pronoun shall mean 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, the mortgagor has executed this instrument this 24th day of February, 19 82; if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Lenor Balme
Benjamin F. Balme

(If executed by a corporation,
affix corporate seal)

STATE OF OREGON,

County of Klamath } ss.
Feb 24, 1982

Personally appeared the above named Benjamin F. Lenor Balme

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

Before me, [Signature]
(OFFICIAL SEAL) Notary Public for Oregon
My commission expires 11-16-85

STATE OF OREGON, County of _____) ss.
_____, 19 _____

Personally appeared _____ and

_____, who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____

_____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

MORTGAGE

Benjamin F. Balme and

Lenor Balme

TO

Klamath Orthopedic Clinic, P.C.

Employees

Money Purchase Pension Trust

1-1000195-6 B.F.B.

AFTER RECORDING RETURN TO

Klamath Orthopedic Clinic

Rt 5 Box 1302

K Fall

STATE OF OREGON, County of Klamath } ss.

I certify that the within instrument was received for record on the 3rd day of March, 1983, at 1:23 o'clock P.M., and recorded in book reel volume No. M83 on page 3260 or as document fee file instrument/microfilm No. 21013 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk
NAME TITLE
By Bernetha Holt Deputy

Fee \$16.00