

TC

26213

THIS MORTGAGE, Made this 15th day of July, 1983,  
by DARYLE PAUL ZIERKE

Mortgagor,  
to H. C. SPICER and JEANNE SPICER, husband and wife and Charles H. Spicer  
not as tenants in common, but with the right of survivorship Mortgagee,  
WITNESSETH, That said mortgagor, in consideration of EIGHTEEN THOUSAND 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 cer-  
tain real property situated in Klamath County, State of Oregon, bounded and described as  
follows, to-wit:

All that portion of Government Lots 20 and 21, Section 3, Township 36 South, Range  
7 East of the Willamette Meridian, Klamath County, Oregon, lying Westerly of the  
Westerly right of way line of the Southern Pacific Railway, EXCEPTING THEREFROM all  
subsurface rights except water, as reserved by Deed recorded in Volume 288, page 50,  
Deed 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 promissory note, of which the  
following is a substantial copy:

\$ 18,000.00 Klamath Falls, Oregon, July 15, 1983  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
H. C. SPICER and JEANNE SPICER, husband and wife and Charles H. Spicer, not as tenants  
in common, but with the right of survivorship at Mt. Title Co., 407 Main, K. Falls, OR 97601  
EIGHTEEN THOUSAND AND NO/100 DOLLARS,  
with interest thereon at the rate of 10% percent per annum from July 26, 1983 until paid, payable in  
monthly installments of not less than \$ 193.43 in any one payment; interest shall be paid monthly and  
the minimum payments above required; the first payment to be made on the 26th day of August  
1983, and a like payment on the 26th 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 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/ Daryle Paul Zierke  
DARYLE PAUL ZIERKE

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-  
comes due, to-wit: per terms of note

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 pay-  
able 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 mort-  
gagee 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 satis-  
factory 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.

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)  
~~FOR THE PURPOSE OF PURCHASING, IMPROVING, OR OTHERWISE ACQUIRING AN INTEREST IN REAL PROPERTY~~  
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 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 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 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 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.

*K Daryle Paul Zierke*  
DARYLE PAUL ZIERKE

\*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.

STATE OF CALIFORNIA  
COUNTY OF El Dorado ss.

On July 20, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared DARYLE PAUL ZIERKE ONLY personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed same.

 NORMA QUIGLEY  
NOTARY PUBLIC  
EL DORADO CO., CALIFORNIA  
MY COMMISSION EXPIRES FEB. 2, 1987

*Norma Quigley*  
Notary Public

Notary Public for Oregon.  
My Commission expires.....

**MORTGAGE**  
(FORM NO. 105A)  
STEVEN-NESS LAW PUB. CO., PORTLAND, ORE.  
TO  
Spicer  
AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY, INC.

STATE OF OREGON  
County of Klamath ss.  
I certify that the within instrument was received for record on the 26 day of July, 1983, at 12:18 o'clock P.M., and recorded in book M83 on page 12142 or as file/reel number 26213.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
Evelyn Biehn, County Clerk  
By *[Signature]* Deputy.  
8.00 fee