

26977

Vol. m83 Page 13629THIS MORTGAGE, Made this 3rd day of August, 1983, by  
WINEMA PENINSULA, INC.Mortgagor, to THEODORE E. SIEMENS and RICHARD E. SIEMENS, each as to an undivided  
 $\frac{1}{2}$  interestMortgagee,  
WITNESSETH, That said mortgagor, in consideration of TWENTY THOUSAND FIVE HUNDRED AND  
NO/100Dollars,  
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 Klamath County,  
State of Oregon, bounded and described as follows, to-wit:

MORTGAGE

SEE ATTACHED LEGAL DESCRIPTION

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:

\$ 20,500.00 ..... Klamath Falls, Oregon ..... August 3 ..... 1983

I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
THEODORE E. SIEMENS and RICHARD E. SIEMENS

at Mt. Title Co., 407 Main, Klamath Falls, OR  
TWENTY THOUSAND FIVE HUNDRED AND NO/100 ..... DOLLARS,

with interest thereon at the rate of 10% percent per annum from August 15, 1983 ..... until paid, payable in  
annual installments of not less than \$ 4,600.00 in any one payment; interest shall be paid annually and  
the minimum payments above required; the first payment to be made on the 15th day of August  
1984, and a like payment on the 15th day of each August 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/ L. A. Gienger, President

WINEMA PENINSULA, INC.

*Leroy Gienger (Pres)*

FORM No. 217—INSTALLMENT NOTE.

SN Stevens-Hess 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 be-  
comes due, to-wit: ..... per terms of notes.

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 and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered 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 title 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),  
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 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 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.

*Leroy Gienge (Pro)*  
 WINEMA PENINSULA, INC.  
*Elaine P. Gienge (Sec)*

\*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 Oregon, County of Klamath

TO HAVE AND TO HOLD the said business with the above named parties to the said instrument of mortgage to and to the heirs, executors, administrators and assigns of the said mortgagee.

STATE OF OREGON, County of Klamath

County of Klamath

Personally appeared the above named

*Leroy Gienge, pre*  
*Elaine Gienge, sec*

of Winema Peninsula, Inc. and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

*Bonnie M. Kucher*

Notary Public for Oregon

My commission expires: 11-5-86

(OFFICIAL SEAL)

## MORTGAGE

(FORM No. 105A)

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

WINEMA PENINSULA, INC.

Theodore E. Siemens & Richard E. Siemens

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY, INC.

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/fee/file/instrument/microlm No.       , Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME        TITLE         
 By        Deputy

## DESCRIPTION

13631

A part of Lots 33 and 32, Section 16, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying East of U. S. Highway Number 97 and being more particularly described as follows:

Beginning at the quarter section corner on the South boundary of Section 16, Township 35 South, Range 7 East of the Willamette Meridian; thence North along the center section line of Section 16 a distance of 1320.0 feet to the Northwest corner of Lot 33, which corner is marked with a 3/4 inch iron pipe; thence East along the North boundary of Lot 33 a distance of 323.30 feet more or less to a point on the Easterly right of way boundary of U. S. Highway Number 97, which point is marked with a 3/4 inch iron pipe; thence South 2° 22' West along said right of way boundary a distance of 333.30 feet to a 3/4 inch iron pipe marking the true point of beginning of this description; thence North 62° 07' East a distance of 395.00 feet to the center of an existing water well; thence continuing North 62° 07' East 234.30 feet to a 3/4 inch iron pipe which bears South 40.00 feet distant from the North boundary of Lot 33; thence East parallel with aforesaid boundary, 454.20 feet to the East boundary of Lot 33; thence South along same, 95.00 feet; thence in Lot 32, East 107.27 feet; thence South 32° 20' East 381.50 feet; thence South 9° 30' West 205.30 feet to a 2 inch iron pipe on the South boundary of Lot 32; thence West along the South boundary of Lots 32 and 33 a distance of 1301.30 feet more or less to the Easterly right of way boundary of U. S. Highway Number 97; thence North 2° 22' East along same, 326.00 feet to the true point of beginning.

TOGETHER WITH the right to construct, use and maintain a roadway for ingress and egress, as follows:

The right to construct, use and maintain a roadway for ingress and egress to the land above described on and across Lot 33, Section 16, Township 35 South, Range 7 East of the Willamette Meridian, said roadway to be a strip of land not to exceed 40.00 feet in width lying 20.00 feet on each side of the following described centerline:

Beginning at a 3/4" iron pipe at the intersection of the Easterly right of way boundary of U.S. Highway Number 97 and the North boundary of Lot 33, Section 16, Township, Range Base and Meridian aforesaid; thence South 2° 22' West along said right of way boundary, a distance of 178.4 feet to the true point of beginning of this description; thence North 73° 56' 40" East a distance of 572.20 feet to a point which bears South 20.00 feet from the North boundary of Lot 33; thence East parallel with the North boundary of Lot 33 a distance of 454.20 feet, more or less, to the East boundary of Lot 33."

STATE OF OREGON, )

County of Klamath )

Filed for record at request of

on this 15th day of August A.D. 19 83  
at 10:34 o'clock A M. and duly  
recorded in Vol. M83 of Mortgages  
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EVELYN BIEHN, County Clerk

By [Signature] DeputyFee \$12.00