

28629

MTC 12392

98208

MORTGAGE DEED

Vol. M83 Page 16353 ✓

THIS INDENTURE, Made this 21st day of September 1983,
between MICHAEL B. JAGER and MARGARET H. JAGER, Husband and wife,
of Route 1, Box 332, Bonanza, Oregon 97623, "Mortgagor", and IFG
LEASING COMPANY, a Minnesota corporation with its principal place
of business at 511 Central Avenue, PO Box 5024, Great Falls,
Montana 59403, "Mortgagee";

WITNESSETH:

That said Mortgagor, for and in consideration of the Mortgagee
agreeing to enter into that certain Lease Agreement ("Lease"), with
MICHAEL B. JAGER being the Lessee and the Mortgagee being the Lessor
thereunder, a copy of said Lease being attached hereto as Exhibit
"B" and by this reference made a part hereof, does hereby mortgage
and warrant unto said Mortgagee, its successors and assigns,
forever, the hereinafter described real estate, situated, lying and
being in the County of Klamath, State of Oregon, to-wit:

SEE DESCRIPTION ATTACHED HERETO AS
EXHIBIT "A" AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with all buildings
improvements, fixtures, hereditaments and appurtenances thereto
belonging to the said Mortgagee forever. And the said Mortgagor,
does covenant with the said Mortgagee as follows: That Mortgagor
is lawfully seized of said premises and has good right to sell and
convey the same; that the same are free from all encumbrances,
except those listed on the attached Exhibit "A"; that the Mortgagee
shall quietly enjoy and possess the same; and that the Mortgagor
will warrant and defend the title to the same against all lawful
claims not hereinbefore specifically excepted.

THIS GRANT is intended as a mortgage to secure the payment of
all amounts due or to become due under the Lease executed between
the Mortgagor and Mortgagee as described above; the total amount
secured hereby is the gross receivable due under the terms of the
Lease including, but not limited to the cost of equipment in the
amount of ~~THIRTY-FIVE THOUSAND FOUR HUNDRED SIXTY-FOUR AND~~ TWO THOUSAND
NO/100ths DOLLARS (~~\$35,468.00~~) \$32,000.00 *mf mj*

PROVIDED HOWEVER, that these presents are upon the express
condition that if the Mortgagor shall pay or cause to be paid to
said Mortgagee all sums due to said Mortgagee according to the
tenor and effect of the Lease secured hereby and perform all and
cause all covenants and agreements contained herein and in said
Lease to be performed, then these presents to be void, otherwise to
be and remain in full force and effect.

AND THE MORTGAGOR, does hereby covenant and agree with the
Mortgagee to pay all taxes and assessments now due or that may
hereafter become liens against said premises at least ten days
before penalty attaches thereto; to keep any buildings on said
premises insured by companies approved by the Mortgagee against
loss by fire for the full insurable value and against loss by
windstorm for the full insurable value; and to deliver to said
Mortgagee copies of the policies for such insurance with a mortgage
clause attached in favor of said Mortgagee and to keep said
premises free and clear of all other prior liens or encumbrances;

Return:


IFG Leasing Co.
P.O. Box 5024
Great Falls, Montana
59403
Attn: April
Padgett

to commit or to keep them in good repair; to complete forthwith any improvements which may hereafter be under course or construction thereon, and to pay any other expenses and attorney's fees incurred by said Mortgagee by reason of litigation with any third party for the protection of the lien of this mortgage.

IT IS HEREBY AGREED that if the Mortgagor or the Lessee or other persons shall fail to pay the rental amounts or other obligations as the same become due hereunder or under the Lease, or otherwise fail to comply with any or all of the conditions of this Mortgage and the Lease, then all of said obligations secured hereby shall become due and collectible without notice, and all rents and profits of said property shall then immediately accrue to the benefit of the said Mortgagee; and this Mortgage may be foreclosed for the full amount, together with costs, taxes, insurance, attorney's fees, and any and all other sums advanced or expenses incurred on account of the Lessee or Mortgagor for whatever purpose, and any and all advances shall bear interest at the highest rate permitted by law from the date of such payment, shall be imposed as an additional lien upon said premises and be immediately due and payable from the Mortgagor to the Mortgagee, and this mortgage shall from date thereof accrue the repayment of such advances with interest.

This Mortgage Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Mortgage Deed, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN TESTIMONY WHEREOF, the said Mortgagor has hereunto set their hands the day and year first above written.

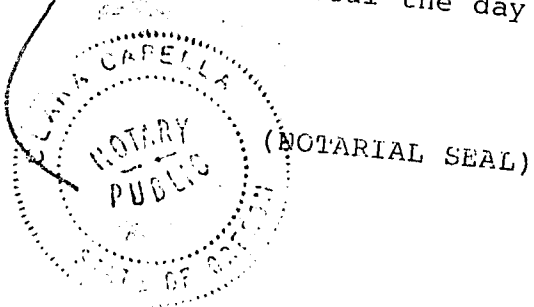

MICHAEL B. JAGER

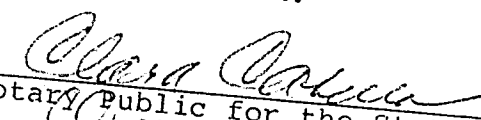

MARGARET H. JAGER

STATE OF Oregon
County of Clatsop : ss.

On this 21st day of October, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL B. JAGER and MARGARET H. JAGER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public for the State of
Residing at Clatsop Falls
My Commission Expires April 1, 1984

PROPERTY:

Parcel I: The E 1/2 of the SW 1/4 and the S 1/2 of the SE 1/4 of Section 31, and the S 1/2 of the NW 1/4 of the SW 1/4 and the S 1/2 of the N 1/2 of the NW 1/4 of the SW 1/4 of Section 32, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Parcel II: That portion of the SW 1/4 NE 1/4; SE 1/4 NW 1/4; and the NW 1/4 SE 1/4, lying Northerly of the center thread of Wildhorse Creek; Government Lot 3 (NE 1/4 NW 1/4) of Section 6 in Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

LIENS AND ENCUMBRANCES:

Taxes for the fiscal year 1981-1982, due and payable. Original Amount: \$749.27, Balance Due: \$275.72, plus interest.

Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

Right-of-way for transmission line for Charles Woelke, also known as Charley Woelk, and Frieda Woelk, his wife, to the California Oregon Power Company, a California corporation, dated November 6, 1946, recorded December 2, 1946 in Volume 199 at page 235, Deed Records of Klamath County, Oregon.

Easement executed by Carl R. Woelk, a single man, and Elmer Woelk and Elanie Woelk, husband and wife, to J. P. Colahan, Gertrude B. Colahan, husband and wife, and Joseph M. Colahan, recorded in Volume 284, page 426, Deed Records of Klamath County, Oregon.

Financing Statement:

Filed: July 14, 1983

Volume: M83, page 11176, Microfilm Records of Klamath County, Oregon

Debtor: Michael B. Jager

Secured Party: IFG Leasing Company

Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: July 25, 1983

Recorded: August 8, 1983

Volume: M83, page 13038, Microfilm Records of Klamath County, Oregon

Amount: \$235,000.00

Mortgagor: Michael B. Jager and Margaret H. Jager, husband and wife

Mortgagee: The Federal Land Bank of Spokane

Lease, including the terms and provisions thereof, by and between Kelly Hawkins, Bruce Hawkins and Richard Hawkins, Lessees, and Michael B. Jager and Margaret H. Jager, husband and wife, Lessors, as disclosed by Subordination of Lease, to Federal Land Bank of Spokane, dated August 22, 1983, recorded August 23, 1983, in Volume M83, page 14257, records of Klamath County, Oregon, subordination said lease to the lien of the mortgage shown above.

16356

IFG LEASING COMPANY



LESSOR

LEASE NO. 98208

LESSEE

NAME

Michael B. Jager, an Individual

ADDRESS

CITY

COUNTY

STATE

ZIP

ADDRESS

6840 S 6th St

PHONE

CITY

Klamath Falls

COUNTY

Klamath

STATE

Oregon

ZIP

97601

SUPPLIER OF EQUIPMENT AND LESSEES AGENT:

NAME

Double R. Construction

ADDRESS

6840 S 6th St

PHONE

ADDRESS OF INSTALLATION:

STREET ADDRESS

CITY

COUNTY

STATE

ZIP

QUANTITY

DESCRIPTION OF EQUIPMENT

MODEL NO.

SERIAL NO.

1

Pivot Irrigation System

1. The lessor hereby leases to lessee and lessee hereby rents from lessor the personal property set forth herein, or, if separately scheduled in the schedule hereto annexed, marked Schedule "A" and made a part hereof, upon the terms and conditions hereinafter set forth. Lessee may from time to time lease additional property from the lessor as mutually agreed by lessee's execution and lessor's acceptance of additional "lease of personal property" agreements. Upon the acceptance of this lease, the lessor agrees to order the equipment from the supplier upon the terms and conditions of the purchase order initially attached hereto. Lessee hereby authorizes lessor to insert in this lease the serial numbers and other identification data, of the equipment when they are made available to the lessor.

2. Lessee agrees that the above stated supplier is acting as the lessee's agent in proposing this lease program to the lessor. This lease program is not to be construed as the only method or means that the lessee has available to secure the use of that equipment proposed and selected by the lessee for the lessor's consideration in granting this lease. Lessee has selected (1) the equipment and (2) the above supplier from whom lessor is to purchase the equipment and lessee hereby acknowledges that lessor is neither a manufacturer nor a merchant and has made no recommendations with respect to the supplier or the equipment. Lessee understands and agrees that neither the supplier nor any salesman or other agent of the supplier, is an agent of the lessor. No salesman or agent of the supplier is authorized to waive or alter any term or condition of this lease, and no representation as to the equipment or any matter by the supplier, shall in any way affect the lessee's duty to pay the rent and perform its other obligations as set forth in this lease. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding and all prior conversations, agreements or representations related hereto and/or to the equipment are integrated herein, and no modification hereof shall be binding unless in writing signed by lessor.

THERE ARE NO WARRANTIES BY LESSOR

3. Lessee, by his signature below states:

- That he has examined the property leased as fully as he desires.
- That he understands that lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability or performance of the property leased.
- That he leases the property "As Is", "With All Faults".
- That there are no other warranties extended by lessor.
- That the property leased is for commercial or business uses.
- In the event of any claim concerning the location, installation, repair or use of the property leased or any claim in any way otherwise concerning the property leased, regardless of cause or consequence, lessee's only remedy, if any, is against the supplier of the equipment above or the manufacturer.
- That warranties made by the manufacturer and/or the supplier of equipment above to lessor are granted and assigned by lessor to lessee.
- That no defect, regardless the cause or consequence, shall relieve lessee from performance of this lease including rental payments.

4. THIS LEASE CANNOT BE CANCELLED.

5. INDEMNITY: Lessee shall indemnify lessor against, and hold lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorneys' fees arising out of, connected with, or resulting from the property subject to this lease, including without limitation the manufacture, selection, delivery, possession, use, operation or return of the property.

6. ARBITRATION: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE BREACH THEREOF, SHALL BE SETTLED, BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL BE HELD IN THE CITY OF Portland

COUNTY OF Multnomah STATE OF Oregon AND ANY QUESTION OF LAW SHALL BE DECIDED IN ACCORDANCE WITH THE LAWS OF THE ABOVE-NAMED STATE.

SCHEDULE AND TERMS OF RENTAL PAYMENTS DURING BASE TERM OF LEASE

7. LESSEE SHALL PAY RENTAL PAYMENTS TO LESSOR AT THE OFFICE OF LESSOR AT P.O. BOX 5024, GREAT FALLS, MONTANA 59403, OR AT SUCH OTHER PLACE AS LESSOR MAY HEREAFTER DESIGNATE. THE LEASE TERM FOR THE EQUIPMENT DESCRIBED IN THIS LEASE IS MONTHS. THERE WILL BE RENTAL PAYMENT(S) OF \$ EACH. RENTAL PAYMENTS SHALL BE MADE (monthly, quarterly, semi-annually, annually) THE FIRST RENTAL PAYMENT SHALL BE DUE ON , 19 WITH SUBSEQUENT RENTAL PAYMENTS COMMENCING , 19 . THE FIRST AND LAST RENTAL PAYMENT(S) BEING PAYABLE AT THE TIME OF SIGNING THIS LEASE IN THE TOTAL AMOUNT OF DOLLARS. THIS LEASE COMMENCING THIS DAY OF , 19 . SEE ATTACHED ADDENDUM

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ. THE TERM "LESSEE" AS USED HEREIN, SHALL MEAN AND INCLUDE ANY AND ALL LESSEES WHO SIGN HEREUNDER, EACH OF WHOM SHALL BE JOINTLY AND SEVERALLY BOUND THEREBY.

EXECUTION DATE 6-15-83 APPROVED AND ACCEPTED THIS DAY OF , 19

ACCEPTED FOR LESSOR BY:

AUTHORIZED SIGNATURE

BY EXECUTION HEREOF, THE SIGNER(S) HEREBY CERTIFIES THAT HE (THEY) HAS (HAVE) READ THIS AGREEMENT INCLUDING THE REVERSE SIDE HEREOF AND THAT HE (THEY) IS (ARE) DULY AUTHORIZED TO EXECUTE THIS LEASE ON BEHALF OF THE LESSEE OR AS THE LESSEE.

LESSEE:

(Please Type or Print In This Section)

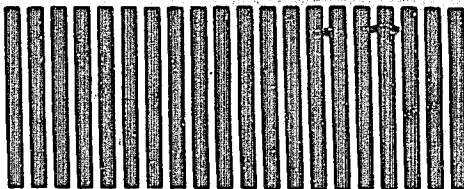
Michael B. Jager, an Individual

INDIVIDUAL LESSEE NAME

INDIVIDUAL LESSEE NAME



FIRST CLASS
Permit No. 790-A
GREAT FALLS, MONT.



BUSINESS REPLY MAIL

No Postage Stamp Necessary if Mailed in the United States

Postage will be paid by:

IFG LEASING CO. *APRIL 1983*

P.O. BOX 5024
Great Falls, Montana 59403

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

16357

on this 22nd day of Sept. A.D. 19 83
at 11:35 o'clock A. M. and duly
recorded in Vol. M83 of Mortgages
Page 16353

EVELYN BIEHN, County Clerk
By *[Signature]* Deputy

Fee \$20.00