

18308

and such other hazards as the mortgagee may from time to time require, in an amount not less than \$23,000.00 in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagee named herein and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid 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 the mortgagor will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the security for this mortgage, then 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.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby 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 payments of the note secured hereby; 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, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby 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 such 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 that may 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.

✓ *Edmond Mahan*
Edmond Mahan
✓ *Eleanor Mahan*
Eleanor Mahan

*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, use Stevens-Ness Form No. 1306 or similar.

STATE OF OREGON,
Klamath } ss.
County of _____

BE IT REMEMBERED, That on this 29th day of September, 19 83
before me, the undersigned, a notary public in and for said county and state, personally appeared the within named
Edmond Mahan and Eleanor Mahan, husband and wife,

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Spurlock Westman
Notary Public for Oregon
My Commission expires 8-27-87

SECOND MORTGAGE

(FORM No. 925)

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

Edmond Mahan and
Eleanor Mahan

TO

James R. Beardsley and
Jean Beardsley

AFTER RECORDING RETURN TO

James R. Beardsley
265 *Stadcoach Dr.*
Jacksonville, Ore.
97520

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/reel number _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

_____ Title.

By _____ Deputy

\$ 10,000.00

Klamath Falls, Oregon

October 1, 1983

ON DEMAND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of
 JAMES R. BEARDSLEY and JEAN BEARDSLEY, husband and wife, or the survivor
 at 265 Stagecoach Drive, Jacksonville
 TEN THOUSAND AND NO/100-----Oregon 97530-----DOLLARS,

with interest thereon at the rate of ten percent per annum from October 1, 1983 until paid; interest to be paid
 annually All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of
 an attorney for collection, I/we promise and agree to pay the 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. The undersigned acknowledge receipt of a
 copy of this note before signing same.

1. Amount of note—Amt. financed \$
 2. FINANCE CHARGE (interest from date to maturity) \$

3. Total of payments (1 + 2) \$

No. of payments 1; ANNUAL PERCENTAGE RATE %.

If prepaid, precomputed interest, then unearned, will be abated.

Edmond Mahan
 Eleanor Mahan

No. 846—UCC—Truth-in-Lending Series—Unsecured Demand Note—No FINANCE CHARGE Except Interest. (For transactions with natural persons for consumer or agricultural purposes.)
 Stevens-Ness Law Publishing Co., Portland, Oregon 97204 SN

STATE OF OREGON,)
 County of Klamath)

Filed for record at request of

on this 24th day of October A.D. 1983
 at 10:06 o'clock A M, and duly
 recorded in Vol. M83 of Mortgages
 Page 18307

EVELYN BIEHN, County Clerk

By Pam Smith Deputy

Fee 12.00