

K-36563

Y-87-1183

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31401

THIS MORTGAGE, Made this 18th day of November, 1983
 by LAWRENCE FOTINAKIS and DOROTHY FOTINAKIS, husband and wife
 to WILLIAM L. BIGGERSTAFF hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Sixty-five thousand and
no/100s Dollars, to him paid by said mortgagee, does hereby grant,
 bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real prop-
 erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

SEE EXHIBIT ON REVERSE

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 a certain promissory note, described as follows:

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:
July 1, 1988.

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.
 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 payable 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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage,

in the sum of \$..... in a company or companies acceptable to the mortgagee, and will
 have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said
 premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer
 any waste of said premises. Now, therefore, it 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 pay-
 ment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said prem-
 ises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and 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 of any lien, encumbrances or insur-
 ance 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 losing party in such suit or action agrees to pay all reasonable costs
 incurred by the prevailing party therein for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may
 adjudge reasonable as the prevailing party's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein the
 losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal, all such
 sums to be included in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administra-
 tors 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,
 first deducting all proper charges and expenses attending the execution of said trust, as the court may direct in its judgment or decree.

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 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.

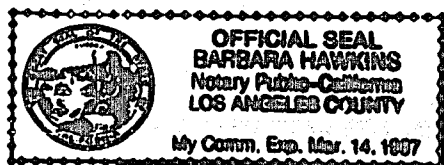
*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or
 (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST
 comply with the Truth-in-Lending Act and Regulation Z by making re-
 quired disclosures; for this purpose, if this instrument is to be a FIRST
 lien to finance the purchase of a dwelling, use S-N Form No. 1305 or
 equivalent; if this instrument is NOT to be a first lien, use S-N Form
 No. 1306, or equivalent.

CALIFORNIA
 STATE OF OREGON, County of....., ss:

Personally appeared the above named Lawrence Fotinakis and Dorothy Fotinakis,
husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon

State of Calif } ss.
 County of Los Angeles



On this the 18th day of November, 1983, before me,

BARBARA HAWKINS
 the undersigned Notary Public, personally appeared

Lawrence Fotinakis & Dorothy Fotinakis

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) are subscribed to the
 within instrument, and acknowledged that they executed it.
 WITNESS my hand and official seal.

Barbara Hawkins
 Notary's Signature

EXHIBIT

20988

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

That portion of Government Lot 3, Section 5, Township 39 South, Range 9 E.W.M., lying Southwesterly, West and Northwesterly of the West right of way of the Ashland-Klamath Falls Highway.

SAVING AND EXCEPTING a tract of land situated in the SE $\frac{1}{4}$ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a $\frac{1}{4}$ inch iron pin situated South 00°30'00" West 628.45 feet and South 89°30'00" East 316.00 feet from the center quarter corner to said Section 5, thence South 89°30'00" East 250.00 feet to a $\frac{1}{4}$ inch iron pin; thence South 00°30'00" West 509.52 feet, more or less, to the Northerly right of way line of Greensprings Drive; thence South 63°28'36" West along said Northerly right of way line 280.64 feet; thence North 00°30'00" East 637.03 feet, more or less, to the point of beginning.

ALSO SAVING AND EXCEPTING a tract of land situated in the SE $\frac{1}{4}$ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a $\frac{5}{8}$ inch iron pin on the North-South center section line of the said Section 5, said point of said Section 5 as marked by an iron axle; thence South 89°30'00" East at right angles to the said center section line 125.00 feet; thence South 00°30'00" West parallel to said center section line 246.00 feet; thence South 00°30'00" West parallel to said center section line 635.03 feet to the Northerly right of way line of Greensprings Drive; thence South 62°56'00" West along said North right of way line 356.47 feet to the intersection with the said North-South center section line of said Section 5; thence North 00°30'00" East along said center section line 675.00 feet to the point of beginning.

AND ALSO SAVING AND EXCEPTING a tract of land situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a $\frac{3}{4}$ inch iron pipe marking the Northeast corner of Lot 9 in Block 4, Riverview Second Addition, said point begin South 00°30'00" West 549.95 feet from the center quarter corner of said Section 5; thence South 89°30'00" East 70.00 feet to a $\frac{1}{4}$ inch iron pin; thence South 00°30'00" West, parallel with the East line of said Riverview Second Addition, 106.50 feet to a $\frac{1}{4}$ inch iron pin; thence North 89°30'00" West 70.00 feet to a $\frac{1}{4}$ inch iron pin marking the Southeast corner of said Lot 9; thence North 00°30'00" East 106.50 feet to the point of beginning.

AND FURTHER EXCEPTING a tract of land in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 5 Township 39 South, Range 9 East of the Willamette Meridian described as follows: Beginning at the point of intersection of the North right of way line of Greensprings Drive and the West line of the SE $\frac{1}{4}$ of said Section 5; thence N. 0°30' E., along said West line, a distance of 675.00 feet to the true point of beginning; thence continuing N. 0°30' E., a distance of 125.00 feet; thence S. 89°30' E., a distance of 70.00 feet; thence S. 0°30' W., a distance of 125.00 feet; thence N. 89°30' W., a distance of 70.00 feet to the point of beginning.

TOGETHER WITH all mineral rights and geothermal rights.

SUBJECT TO:

- 1) Assessments and charges of the City of Klamath Falls for monthly water and/or sewer service.
- 2) Easement given by J. H. Hecker to California-Oregon Power Company, recorded May 4, 1914, in Volume 42, page 117, Deed records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss

I hereby certify that the within instrument was received and filed for record on the 8th day of December A.D., 19 83 at 2:37 o'clock P.M., and duly recorded in Vol M83, of Mortgages on page 20987.

EVELYN BIEHN, COUNTY CLERK
by [Signature] deputy

FEE \$ 8.00

Handwritten notes:
to be
done
before
11/23
San to