

THIS MORTGAGE, Made this 17th day of December, 1982, by Donald N. Gail

to Edward O. Richard

hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Seventy five thousand \$75,000.

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 property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

See attached legal description

(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:

\$75,000. promissary note with interest at 10% per annum

Dated December 17, 1982

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 December 17, 1992

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 \$ na 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 payment 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 premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and on the 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, 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 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, 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, 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, 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.

*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 required disclosures at 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.

Donald N. Gail

Donald N. Gail

STATE OF OREGON, County of Jackson, ss: December 17, 1982

Personally appeared the above named Donald N. Gail

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: *Barclay L. Burns* Notary Public for Oregon

(NOTARIAL SEAL)

My commission expires: 2-13-84

MORTGAGE

TO

Ret

No.

GORDON C. YORK, INC.
TRUSTEE IN BANKRUPTCY
2420 Lariat Mesa
Eugene, Oregon
97401

NTD

1

7:30

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTER WHERE USED.)

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 on page

or as file number.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title

By

Deputy

The following described real property in Klamath County, Oregon:

A tract of land situated in the NE $\frac{1}{4}$ of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the Southerly right of way line of Keller road, said point being South 00° 23' 49" West 15.82 feet from the brass cap monument marking the NE corner of said Section 13; thence South 00° 23' 49" West along the center section line of said Section 13, 792.02 feet to a 5/8 inch iron pin on the Northeasterly right of way line of the U.S.B.R. "A" Canal; thence Southerly along said Northeasterly right of way line on the arc of a curve to the right 166.96 feet (long chord is South 23° 52' 03" East 166.83 feet) to a 5/8 inch iron pin; South 21° 57' 00" East 560.20 feet to a 5/8 inch iron pin; Southerly on the arc of a curve to the left 210.69 feet (long chord is South 34° 04' 15" East 209.12 feet) to a 5/8 inch iron pin; thence leaving the Northeasterly right of way line of said "A" Canal North 72° 58' 03" East 699.66 feet to a 5/8 inch iron pin; thence South 75° 46' 30" East 128.10 feet to a 5/8 inch iron pin on the Northerly line of that tract of land described in deed Volume 308 at page 618 of the Klamath County Deed Records; thence North 72° 58' 03" East along the Northerly line of said tract 1269.45 feet to a 5/8 inch iron pin; thence North 29° 19' 47" East 344.20 feet to a 5/8 inch iron pin; thence on the arc of a curve to the left 96.16 feet (radius = 75 feet) to a 5/8 inch iron pin; thence North 44° 07' 47" West 165.75 feet to a 5/8 inch iron pin; thence on the arc of a curve to the right 108.00 feet (radius = 125 feet) to a 5/8 inch iron pin; thence North 03° 22' 23" East 116.17 feet to a 5/8 inch iron pin; thence on the arc of a curve to the right 57.65 feet (radius = 175 feet) to a 5/8 inch iron pin; thence North 24° 14' 57" East 52.69 feet to a 5/8 inch iron pin; thence on the arc of a curve to the right 106.42 feet (radius = 92.58 feet) to a 5/8 inch iron pin; thence South 89° 53' 30" East 52.51 feet to a 5/8 inch iron pin; thence North 59° 46' 00" East 47.97 feet to a 5/8 inch iron pin on the Westerly right of way line of the State Highway; thence North 00° 12' 37" East along said highway right of way line 156.35 feet to a 5/8 inch iron pin on the Southerly right of way line of Keller Road, from which the Northeast corner of said Section 13 as marked by a bolt in the center line of the said State Highway is North 00° 12' 37" East 46.47 feet and North 89° 57' 28" East 30.00 feet; thence North 89° 22' 32" West along the Southerly right of way line of said Keller Road 2634.15 feet to the point of beginning. The bearings of the above described tract is based on Tract 1020 - Third Addition to Sunset Village.

EXCEPTING THEREFROM all that portion lying within the Country Green Subdivision and the Irrigation Canal.

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 June A.D., 1983 at 2:48 o'clock P.M.

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 18th day of December A.D., 1984 at 2:29 o'clock P.M. and duly recorded in Vol. M84, of Deeds on page 21072.

EVELYN BIEHN, COUNTY CLERK

by: *Ann Smith*, Deputy