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Vol. M85 Page

966

THIS MORTGAGE, Made this 7th day of January, 19 85,  
by JOHN GREEN and others, as evidenced by Exhibit "A" attached  
hereto, to SOUTH VALLEY STATE BANK, an Oregon banking corporation, Mortgagee,  
Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Fifty Thousand and No/100ths (\$50,000.00) 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: All the following described real property situate in Klamath County, Oregon

PARCEL 1. A parcel of land situated in the Vacated Plat of Blocks 1, 2, 3, 5, 6 and 7, ELDORADO and in the vacated portion of Block 9, ELDORADO, more particularly described as follows: Beginning at the point of intersection of the Northerly line of Dahlia Street and the Northeasterly extension of the Southeasterly line of Lot 7, Block 9, ELDORADO; thence N. 51°43'30" W., along the Northerly line of Dahlia Street, a distance of 211.87 feet to an iron pin marking the beginning of a curve; thence along the arc of a 20 foot radius curve to the right a distance of 49.56 feet to its point of tangency on the South line of Eldorado Blvd., said curve having a long chord which bears N. 19°21' E. a distance of 37.84 feet; thence S. 89°34'30" E. along the South line of Eldorado Blvd., a distance of 574.23 feet to the beginning of a curve; thence along the arc of a curve to the right, said curve having an angle of 26°58'19" and a radius of 677.34 feet, a distance of 318.86 feet to a point; thence on a line which bears S. 38°16'30" W., parallel with and 200 feet Northwesterly at right angles to the Westerly line of Sloan Street, a distance of 668.38 feet to a point on the Southwesterly line of Block 9 of Eldorado; thence N. 51°43'30" W., along said line a distance of 517.0 feet to the most Southerly corner of Lot 7, said Block 9; thence N. 38°16'30" E along the Southeasterly line of said Lot 7 and the extension thereof, 150.0 feet to the point of beginning.

PARCEL 2. Lots 1 thru 6 in Block 9 of ELDORADO, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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 promissory note, of which the following is a substantial copy:

John Green and Others

\$50,000.00

## NOTE

Klamath Falls, Oregon

January 7th, 1985

I promise to pay to the order of SOUTH VALLEY STATE BANK, Klamath Falls, Oregon branch the principal sum of:

Fifty thousand and No/100ths (\$50,000.00) plus interest at the rate of prime rate plus 3.5% PERCENT  
(Prime 3.5%) per annum from date of advances until paid. \*\*See interest rate  
Said principal sum and interest are payable February 1, 1985 and on the first day of each month thereafter, with the unpaid  
principal due September 1, 1985.

Protest is waived.

I also agree to pay attorneys' fees and costs of collection on default.  
The holder of this note may accelerate the time of payment of all amounts due hereunder if (a) default is made in the payment of any sum due hereunder or (b) if the holder deems himself insecure.

Upon default of any payment, this note shall bear interest at the rate of 24.0 per annum.  
This Note is secured by a mortgage of even date executed by John Green & others on the  
Property known as the Eldorado Motel & Restaurant, legal description on mortgage.

4816 Glenwood  
Klamath Falls, Oregon

John Green for Mortgagee, set forth in  
Exhibit "A" By: *[Signature]*  
John Green, Individually  
their attorney-in-fact

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: September 1, 19 85.

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 therein

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 and any other improvements on the 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 mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee 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 premises, 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 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.

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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 foreclose 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 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.

Mortgagors, set forth in Exhibit "A"

By: John Green  
 Their Attorney-in-Fact

\*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. 1365 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1366, or equivalent.

# MORTGAGE

(FORM No. 1364)

TO

STATE OF OREGON,  
 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 number \_\_\_\_\_ Record of Mortgages of said County. Witness my hand and seal of County affixed

Title \_\_\_\_\_  
 Deputy \_\_\_\_\_

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

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 7th day of January, 1985, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named JOHN GREEN, Attorney-in-Fact for Mortgagors, and executed the foregoing instrument by authority of and in behalf of said principals, and individually.

And acknowledged to me that he 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.

Notary Public for Oregon  
 My Commission expires 2-16-85

MELBURN BATES

By John Green  
Attorney In Fact

DAVID V. BODNER

By John Green  
Attorney In Fact

JANIS L. BODNER

By John Green  
Attorney In Fact

NICHOLAS CASTRIOTTA

By John Green  
Attorney In Fact

MARGARET DEARING

By John Green  
Attorney In Fact

BARBARA CAROL SMITH-GREENE

By John Green  
Attorney In Fact

COQUISE HULL HARRIS

By John Green  
Attorney In Fact

ALOMA P. HULL

By John Green  
Attorney In Fact

CHERYL A. TUPPER

By John Green  
Attorney In Fact

TORI ANN TUPPER

By John Green  
Attorney In Fact

RAYSON C. TUPPER, Conservator of  
the estate of BERTA DAWN TUPPER

By John Green  
Attorney In Fact

BRIAN HULL

By John Green  
Attorney In Fact

LEROY JACKSON, SR.

By John Green  
Attorney In Fact

CATHERINE WRIGHT JACKSON

By John Green  
Attorney In Fact

FRANCES R. JACSKON

By John Green  
Attorney In Fact

GARRET D. HILYARD

By John Green  
Attorney In Fact

BETTY JEAN HILYARD

By John Green  
Attorney In Fact

HARLAN REED LAHR

By John Green  
Attorney In Fact

ELMER G. LEMLER

By John Green  
Attorney In Fact

TANA L. WALKER

By John Green  
Attorney In Fact

MARGARET CASTRIOTTA WILDER

By John Green  
Attorney In Fact

ISABEL O. LEMLER

By John Green  
Attorney In Fact

JANICE ELAINE MILLER

By John Green  
Attorney In Fact

RICHARD MORRIS

By John Green  
Attorney In Fact

FRANCES MORRIS

By John Green  
Attorney In Fact

SUE SARGEANT PIZANO

By John Green  
Attorney In Fact

CORRINE D. JACKSON REED

By John Green  
Attorney In Fact

CLAYTON SPENCER SCHULTZ

By John Green  
Attorney In Fact

RUTH C. SHUEY

By John Green  
Attorney In Fact

FRED ARNOLD WOODS, JR.

By John Green  
Attorney In Fact

LAVERNE M. WOODS

By John Green  
Attorney In Fact

John Green  
John Green, Individually

STATE OF OREGON, )  
                          ) ss.  
County of Klamath.)

969

On this 14<sup>th</sup> day of January, 1984, personally appeared the above named John Green and acknowledged the foregoing to be his voluntary act and deed.

Before me:

Tennie L. Stockton  
Notary Public for Oregon  
My commission expires 3-14-87

STATE OF OREGON, )  
                          ) ss.  
County of Klamath.)

On this 14<sup>th</sup> day of January, 1984, personally appeared John Green, who being duly sworn, did say that he is the attorney in fact for Melburn Bates, David V. Bodner, Nicholas Castriotta, Margaret Dearing, John Green, Barbara Carol Smith-Greene, Coquise Hull Harris, Aloma P. Hull, Brian Hull, Leroy Jackson, Sr., Catherine Wright Jackson, Frances R. Jackson, Garret D. Hilyard, Betty Jean Hilyard, Earlan Reed Lahr, Elmer G. Lemler, Isabel O. Lemler, Janice Elaine Miller, Richard Morris, Frances Morris, Sue Sargeant Pizano, Corrine D. Jackson Reed, Clayton Spencer Schultz, Ruth C. Shuey, Rayson C. Tupper, Cheryl A. Tupper, Tori Ann Tupper, Tana L. Walker, Margaret Castriotta Wilder, Fred Arnold Woods, Jr., Laverne M. Woods, and Rayson C. Tupper, Conservator of the Estate of Berva Dawn Tupper and that he executed the foregoing instrument by authority of and in behalf of said principals; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

Tennie L. Stockton  
Notary Public for Oregon  
My commission expires 3-14-87



## EXHIBIT "A"

MORTGAGORS: MELBURN BATES; DAVID V. BODNER and JANIS L. BODNER, husband and wife; NICHOLAS CASTRIOTTA; MARGARET DEARING; JOHN GREEN; BARBARA CAROL SMITH-GREENE; COQUISE HULL HARRIS; ALOMA P. HULL; BRIAN HULL; LEROY JACKSON, SR. and CATHERINE WRIGHT JACKSON; FRANCES R. JACKSON; GARRET D. HILYARD and BETTY JEAN HILYARD, husband and wife; HARLAN REED LAHR; ELMER G. LEMLER and ISABEL O. LEMLER, husband and wife; JANICE ELAINE MILLER; RICHARD MORRIS and FRANCES MORRIS, husband and wife; SUE SARGEANT PIZANO; CORRINE D. JACKSON REED, aka CORRINE REED; CLAYTON SPENCER SCHULTZ; RUTH C. SHUEY; RAYSON C. TUPPER and CHERYL A. TUPPER, husband and wife; TORI ANN TUPPER; BERTA DAWN TUPPER; TANA L. WALKER; MARGARET CASTRIOTTA WILDER; FRED ARNOLD WOODS, JR. and LAVERNE M. WOODS, husband and wife;

*J.S.*

Return to:

South Valley State Bank  
P.O. Box 5210  
Klamath Falls, Or 97601

STATE OF OREGON, )  
County of Klamath )  
Filed for record at request of

on this 16th day of January A.D. 19 85  
at 1:27 o'clock P M, and duly  
recorded in Vol. M85 of Mortgages  
Page 966

**EVELYN BIEHN, County Clerk**

By *Pam Smith* Deputy

Fee 21.00