

50120

THIS MORTGAGE, Made this 20<sup>th</sup> day of June, 1985, by 5 H RANCH, INC., an Oregon Corporation

Vol. 185 Page 9400

Mortgagor, to FRED C. HAMEL and ELSIE S. HAMEL, or the survivor thereof

WITNESSETH, That said mortgagor, in consideration of One hundred sixty four thousand and no/100 (\$164,000.00) 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:

## PARCEL 1:

All or Section 5, in Township 39 South, Range 11½ East of the Willamette Meridian, EXCEPT Government Lot 1.

## PARCEL 2:

The NE¼, NE¼NW¼ of Section 8, Township 39 South, Range 11½ East of the Willamette Meridian.

## PARCEL 3:

A piece or parcel of land situate in Lot 1, Section 6, Township 39 South, Range 11½ East of the Willamette Meridian, more particularly described as follows:  
Beginning at a point 30.3 feet West of the Southeast corner of said Lot 1, in the Westerly road right of way fence of the County Road running Northerly along the Easterly boundary of said Lot 1; thence North 0° 09½' East along said County Road right of way 866.9 feet; thence South 46° 44½' West 295.3 feet; thence South 29° 10' West 759.6 feet to the South boundary of said Lot 1; thence Easterly along said Southerly boundary of Lot 1, South 89° 50½' East 583.3 feet, more or less, to the point of beginning.

CONTINUED ON EXHIBIT "A" ATTACHED HERETO...

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

\$164,000.00

Klamath Falls, Oregon, June 20, 1985.

ON DEMAND, I, jointly and severally, promise to pay to the order of FRED C. HAMEL and ELSIE S. HAMEL, or the survivor thereof, at Klamath Falls, Oregon, ONE HUNDRED SIXTY FOUR THOUSAND AND NO/100 DOLLARS, with interest thereon at the rate of 6% percent per annum from June 1, 1985, until paid; interest to be paid on demand. 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 promise and agree to pay the holder's reasonable attorneys 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.

5 H RANCH, INC., an Oregon Corporation

By: /s/ RAY WARREN HAMEL

By: /s/ RUTHMARIE HAMEL

President

Secretary

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: per terms of note 19

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 hazards as the mortgagee may be erected on the said 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 buildings, 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.

85 JUN 20 PM 4 07

CH 3.00

The mortgagee warrants that the proceeds of the loan represented by the above described note and this mortgage are:  
(a) primarily for mortgagee's personal, family, household or agricultural purposes (see Important Notice below),  
(b) for an organization or (even if mortgagee 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 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, 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 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 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.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A Buyer should check with the appropriate city or county planning department to verify approved uses.

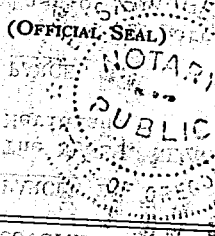
IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.  
5 H RANCH, INC., an Oregon Corporation  
By: Ray W. Hamel President  
By: Ruthmarie Hamel Secretary

\*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. 1305 or equivalent; if this instrument is, NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

STATE OF OREGON,  
County of Klamath ss.

June 20, 19 85

Personally appeared the above named RAY WARREN HAMEL, President and RUTHMARIE HAMEL, Secretary of 5 H RANCH, INC., an Oregon Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and each of them and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:  
Elsie S. Hamel  
Notary Public for Oregon  
My commission expires: 5-17-89

**MORTGAGE**  
(FORM No. 105A)  
STEVENS-NESS LAW FIRM, CO. PORTLAND, ORE.  
5 H RANCH, INC., an Oregon Corporation  
TO: FRED C. HAMEL and ELSIE S. HAMEL  
AFTER RECORDING RETURN TO:  
D.L. HOOTSCH, INC.  
2261 S. 6th St.  
Klamath Falls, OR 97601

STATE OF OREGON,  
County of Klamath ss.  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as document/fee/file/instrument/microfilm No. \_\_\_\_\_.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy

PARCEL 4:

9402

A parcel of land situate in Lots 2 and 3, Section 6, Township 39 South, Range 11½ East of the Willamette Meridian, more particularly described as follows: Beginning at the Southwest corner of said Lot 3; thence South 89°50½' East 1831.5 feet along the Southerly boundaries of said Lots 2 and 3 to a point in the Southerly boundary of said Lot 2; thence North 60°10' West 959.2 feet; thence North 75°31' West 1031.2 feet to a point in the Westerly boundary of said Lot 3; thence along the Westerly boundary of said Lot 3 South 0°08'; West 730.0 feet, more or less, to the point of beginning.

PARCEL 5:

Government Lot 4 of Section 6, Township 39 South, Range 11½ East of the Willamette Meridian,

EXCEPTING THEREFROM the following described parcel:

A piece or parcel of land situate in Lot 4, Section 6, Township 39 South, Range 11½ East of the Willamette Meridian, and more particularly described as follows: Beginning at the Northwesterly corner of said Lot 4; thence along the Northerly boundary of said Lot 4 South 89° 50½' East 540.4 feet to the Northeast corner of said Lot 4; thence South 0° 08'; West 511.0 feet; thence North 57° 25' West 651.0 feet to the Westerly boundary of said Lot 4; thence North 0° 97' East 161.9 feet, more or less, to the point of beginning.

PARCEL 6:

The S½NE¼ of Section 6, Township 39 South, Range 11½ East of the Willamette Meridian.

EXCEPTING THEREFROM the following described parcel:

A piece or parcel of land situate in the S½NE¼ of Section 6, Township 39 South, Range 11½ East of the Willamette Meridian, more particularly described as follows: Beginning at a point North 89°50½' West 613.6 feet from the Northeast corner of SE¼NE¼ of said Section 6; thence South 29° 10' West 269.4 feet; thence South 85° 39½' West 606.2 feet; thence North 86° 05' West 569.7 feet; thence North 29° 38' West 278.9 feet; thence North 60° 10' West 8.4 feet to a point on the Northerly boundary of the S½NE¼ of said Section 6 thence South 89° 50½' East 1449.4 feet, more or less, to the point of beginning.

PARCEL 7:

Government Lot 5, SW¼NW¼, E½SW¼, SE¼ of Section 6, Township 39 South, Range 11½ East of the Willamette Meridian.

PARCEL 8:

The S½NE¼, and SE¼ of Section 32, Township 38 South, Range 11½ East of the Willamette Meridian.

EXCEPTING THEREFROM those portions conveyed for right of way of the Oregon California & Northeastern Railway Company by deeds recorded in Volume 47 at page 596 and in Volume 87 at page 261.

PARCEL 9:

The SE¼NE¼, the NE¼SE¼ of Section 31, Township 38 South, Range 11½ East of the Willamette Meridian.

SAVING AND EXCEPTING THEREFROM that portion sold by Calvin Lawson Hunt to Earle C. Smith, et ux, by deed dated April 20, 1946, recorded December 11, 1946 in Volume 199 at page 425, as follows:

All that portion of the SE¼NE¼ of Section 31, Township 38 South, Range 11½ East of the Willamette Meridian, lying between the Klamath Falls-Dairy Highway and the right of way of the Oregon, California & Northeastern Railway West of the Oden County Road and extending to the West line of said SE¼NE¼.

LESS AND EXCEPTING those portions of the above described Parcels lying within the rights of way of the O.C. & E Railroad and the Klamath Falls-Lakeview Highway.

PARCEL 10:

The S½NW¼ lying Southerly of the Klamath Falls-Lakeview Highway and the SW¼ of Section 32, Township 38 South, Range 11½ East of the Willamette Meridian.

SAVING AND EXCEPTING THEREFROM the parcels deeded for railroad purposes in deeds recorded in Volume 47 at page 587 and Volume 51 at page 490.

EXHIBIT "A"

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 20th day of June A.D., 1985 at 4:07 o'clock P M, and duly recorded in Vol N85, of Mortgages on page 9400

EVELYN BIEHN, COUNTY CLERK

by: [Signature], Deputy

Fee: \$ 13.00