

MTC-1396-870

IN

68691

Vol. 1396 Page 21885

THIS MORTGAGE, Made this 17TH day of NOVEMBER, 1986, by  
 MARK E. SCRIMSHER AND SUSAN L. SCRIMSHER, HUSBAND AND WIFE

Mortgagor, to SOUTH VALLEY STATE BANK

5000 SOUTH VALLEY STATE BANK

Mortgagee, WITNESSETH, That said mortgagor, in consideration of

FIFTY THOUSAND AND NO/100

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 EXHIBIT "A" BY THIS REFERENCE MADE A PART HEREOF.

NOBLECE

21885 OF OREGON

and acknowledged the foregoing instrument to be

THEIR

voluntarily and lawfully

personally appeared the above named

MARK E. SCRIMSHER AND SUSAN L. SCRIMSHER

County of Klamath

NOVEMBER 17

1986

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:

DATED MARCH 3, 1986 IN THE AMOUNT OF \$50,000.00, WITH RIGHTS TO FUTURE

ADVANCES AND RENEWALS.

IN WITNESS WHEREOF said mortgagor has hereunto set his hand and seal and that of said

consideration and to his heirs.

and that the said mortgagor has hereunto set his hand and seal and that of said

in consideration of the mortgagee, the mortgagee has hereunto set his hand and seal and that of said

and that 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: MARCH 1, 1987.

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 hereafter 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.

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(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; if 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 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 in such suit or action; and if an appeal is taken from any judgment or decree entered 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.

Marg E. Schuster  
Susan L. Schuster

**\*IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and 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-Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Form No. 1306 or equivalent.

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**STATE OF OREGON**, county and justice of the peace, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of said justice of the peace, and the same is true and correct.

NOVEMBER 17, 1986

Personally appeared the above named MARK E. SCRIMSHER AND SUSAN L. SCRIMSHER

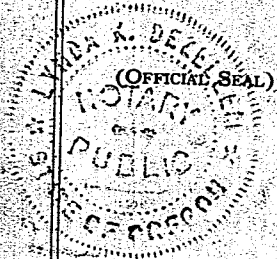
and acknowledged the foregoing instrument to be THEIR voluntary act and deed

*Before me:*

Lynda K. DeZellene

Notary Public for Oregon

My commission expires: 9/12/89



# MORTGAGE

SEE ATTACHED EXHIBIT "A" B.A. 1  
(FORM No. 105A)

2446 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. 1109

UNCLASSIFIED//FOR OFFICIAL USE ONLY

IN THE COURT OF THE DISTRICT JUDGE OF THE DISTRICT OF COLUMBIA

SECRET - INFORMATION REPORT DATE 1-1-68

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

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SOUTH VALLEY STATE BANK

**AFTER RECORDING RETURN TO**

U.S. DEPT. OF JUSTICE

THIS WORK MAY BE USED FOR

93921

STATE OF OREGON.

County of \_\_\_\_\_

SS.

I certify that the within instru-

ment 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 this 1st day of June 1906.

County affixed

By \_\_\_\_\_ Deposit \_\_\_\_\_

017-189-91



## EXHIBIT A

21887

A parcel of land situated in the W $\frac{1}{2}$ NW $\frac{1}{4}$  of Sec. 29, T37S, R9E, W.M., Klamath County, Oregon, being more particularly described as follows:

Beginning at a Brass Cap monument marking the northwest corner of said Section 29; thence S88°43'41"E along the north line of said Section 29, 1327.16 feet to a 5/8 inch iron pin marking the northeast corner of said W $\frac{1}{2}$ NW $\frac{1}{4}$ ; thence S02°16'26"E along the east line of said W $\frac{1}{2}$ NW $\frac{1}{4}$ , 1877.86 feet to a 5/8 inch iron pin; thence N38°48'32"W, 1084.98 feet to a 5/8 inch iron pin on the centerline of an existing dirt road; thence along the centerline of said unimproved dirt road the following courses and distances: N14°12'26"E, 112.69 feet to a 5/8 inch iron pin; N05°50'38"E, 424.72 feet to a 5/8 inch iron pin; N03°23'09"W, 233.28 feet to a 5/8 inch iron pin in the centerline of Simpson Canyon Road; thence N40°48'13"W along said Simpson Canyon Road centerline, 515.26 feet to a 5/8 inch iron pin on the west line of said Sec. 29; thence N02°54'28"W along said west section line, 729.58 feet to the point of beginning containing 50.20 acres more or less.

TOGETHER WITH: A road easement along Simpson Canyon Road 60.00 feet in width lying 30.00 feet on either side of the following described centerline: Commencing at a 5/8 inch iron pin marking the southeast corner of said W $\frac{1}{2}$ NW $\frac{1}{4}$ ; thence N02°16'26"W along the east line of said W $\frac{1}{2}$ NW $\frac{1}{4}$ , 744.37 feet to a 5/8 inch iron pin; thence N88°48'32"W, along the south line of the above described property, 515.31 feet to the centerline of said Simpson Canyon Road and the POINT OF BEGINNING of this description; thence along the centerline of said Simpson Canyon Road the following courses and distances: S40°09'10"E, 327.01 feet; S48°12'45"E, 273.50 feet; S66°52'25"E, 357.28 feet; S85°08'49"E, 253.74 feet; N88°11'30"E, 287.51 feet; S58°58'47"E, 209.18 feet; S34°27'44"E, 397.76 feet; S27°24'31"E, 760.81 feet; S30°42'36"E, 460.53 feet; S28°07'32"E, 413.24 feet; S36°50'53"E, 404.62 feet; S68°28'33"E, 246.02 feet; thence leaving said Simpson Canyon Road centerline the following courses and distances: N12°19'57"W, 598.13 feet; N03°36'12"W, 374.59 feet to the centerline of a private road easement recorded in Deed Volume M73 at page 16734, Klamath County Deed Records.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of \_\_\_\_\_ November \_\_\_\_\_ A.D., 19 86 at 3:10 o'clock \_\_\_\_\_ P. M., and duly recorded in Vol. \_\_\_\_\_ M86  
of \_\_\_\_\_ Mortgages \_\_\_\_\_ on Page 21885 \_\_\_\_\_ day

FEE \$13.00

Evelyn Biehn, County Clerk  
By \_\_\_\_\_