FO2M Ne. 105A-MG2TGAGE-One Page Loog Ferm. PUBLISHING CO. TN ™ **€3007** aseos Vol. M& Page 22481 00.69.00 THIS MORTGAGE, Made this \_\_\_\_\_\_ 28th \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_\_, 1986 \_\_\_\_\_, by BASIN FRESH FARMS, INC., an Oregon Corporation An estate in fee simple Mortgagor, to ......South Valley State Bank \_\_\_\_\_ .....Mortgagee, WITNESSETH, That said mortgagor, in consideration of .One Hundred Sixty-Five Thousand and No/100-----Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, ex-State of Oregon, bounded and described as follows, to-wit: That portion of the SiSEi of Section 18, Township 40 South, Range 10 East of the Willamette Meridian, lying Southerly and Westerly of the Southern Pacific Railroad right of way and Northerly and Easterly of the Kalmath Irrigation District No. 5 Drain. This collateral also secures a loan to Basin Fresh Farms, Inc. dated November 8, 1985 in the amount of \$325,000.00 with maturity of October 15, 1988. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in enywise 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: Note dated November 28, 1986 to Basin Fresh Farms, Inc. in the amount of \$165,000.00 with maturity date of May 20, 1987. This mortgage is one of two documents securing the above described note. 12. 建立合同 - 12.14 State - 2015 - 2016 gen

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and essigns, that he is lawfully seized in fee simple of said premises and has a valid, vnencumbered 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 thereol; 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 acliquent; that he will promptly pay and satisf; 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 herealter may be erected on the said premises continuously insured against loss or damage by fire and such other harards as the mortgage may iron time to time require, in an amount not less than the original principal sum of the note of obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable lirst to the mortgagee and then to the mortgager shall fail for any reeson to procure any such insurance and to deliver said policies, to mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said policies, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said policies, in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall factory to the mortgage, and will not commit or suffer any waste of said permises. At the request of the mortgage, the device shall factory to the mortgage, and will not commit or suffer any waste of said premises. At the request of the mortgagee, in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall is not fagee, and will not commit or suffer any waste of said premises. At the request of the mortgage, the cost of all lien searches made by filing offic

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The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are: 

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Now, therefore, if said mortfagor shall keep and perform the covenants herein contained and shall pay said note according of its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortfage to secure the performance of ceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortfage eshall have the option to closed any time thereafter. And if the mortfager shall lead to be any pay taxes or charges or any lien, encumbrance or insurance apart of the debt secured by this mortfage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortfages of any shall bear interest at the same rate as said not without waiver, however, of said by the mortfagee and the gays and shall bear interest at the same rate as said not without waiver, however, of any right arising to the mortfage of all statutory costs and disbursements and such lutther sum as the trial court may adjudge satisfies a pluintiff's attorney's fors in such sait or action, and if a mappeal is taken from any judgment or decree entered on such appeal, all sums to be scured by the lien of this mortfage and included in the decree of lorsclosure. The case and all of the covenants and all creaters therein contained shall adjudge reasonable cast incurred by the mort-fage and all of the covenants and any taxes are charges or any bail reasonable costs incurred by the mort-fage and life the search, all statutory costs and disbursements and such lutther sum as the trial court may adjudge on such appeal, all sums to be scured by the lien of this mortfage and included in the decree of lorsclosure. The case said mortfage and all areting erespectively. In case suit or action is commenced to foreclose this mortfage and included in the decree of lorsclosure, administrators and assigns of said mortfage respectively. In construing this mortfage, it is understood that the mortfage respectively. In construing this mortfage, it is understood that the mortfage,

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

BASIN FRESH, FARMS, INC \*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not op-plicable; if warranty (a) is applicable and if the mortgages is a creation, cs such word is defined in the Truth-in-Lending Act and Regulation 2, the mortgage MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lise to finance the purchase of dwelling, use Stevens-Nets Nets Form No. 1305 or equivalent; if this instrument is NOT to be a find lisen, use Stevens-Nets Form No. 1306, or equivalent. By: /utt Una President STATE OF OREGON, County of ......Klamath ...Basin Fresh Farms, Inc. Before me: (OFFICIAL SEAL) Crrie Notary Public for Oregon . . 5 My commission expires: h nag sige 3023 STATE OF OREGON, MORTGAGE County of Klamath \$5. (FORM No. 105A) I certify that the within instrument was received for record on the STEVENS-NESS LAW PUL. CO., PORTLAND, ORE Sth day of December , 19 86, at 4:10 o'clock P. M., and recorded page\_22481 or as document/fee/file/ SPACE RESERVED то instrument/microfilm No. 69007 FOR ..... Record of Mortgages of said County. RECORDER & USE Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. SOUTH VALLEY STATE BANK Evelyn Biehn, County Clerk 5215 SOUTH SIXTH STREET KLAMATH FALLS, OR 97603 Fce: \$9.00 By JAm Anie D. Deputy

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