MS1 Page FORM No. 753A-MORTGAIGE 76256 CK THIS MORTGAGE, Made this..... _____24th_____day of _____June . 19.87 South Valley State Bank WITNESSETH, That said mortgagor, in consideration ofFifth. 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 prop-See attached Exhibit "A" by this reference made a part hereof. (IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE) Together with all and singular the tenemants, 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: Note dated May 20, 1986 to Kenneth R. & Marcia Black in the amount of \$50,000.00 with maturity of December 31, 1986. 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 31, 1986 The most safe warrants that the proceeds of the loan represented by the above described note and this most safe are: (a) warrants is an analysis - percent clamity on house hold purposes like impostant Notice below), (b) for an orfamination or (even it most fagor is a natural person) are for business or commercial purposes. And safe most amoutage covenants to and with the most safe, his heirs, executors, administrators and assigns, that he is lawfully seized in lee simple of said es and has a vaid, unencumbered title thereto and will warrant and forver 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 mate remains unpaid be will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or the mostgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and sailsly any and all times 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 will keep the building new on or which may be bereafter erected on the premises or any part thereof superior to the innort and be the will keep the will keep the building new on or which may be bereafter erected on the premises or any part thereof superior to the innort dayse; that he will keep the building new on or which may be bereafter erected on the premises or any part thereof superior to the mortgage against loss or damage by line, with extended coverage, in the num of g FULL ANOUNT. In a company or companies acceptable to the mortgage and improvements on said premises in good repair and will deliver all policies of insurance on said premises to the mortgage as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or sulfer any aste of said permases. Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its or or any part thereof, the mortgage shall have the option to declare the whole amount unpaid on said premises of any kind be taken to foreclose on any lien on said premi-ance permases has be toreckased at any time therealter. And it the mortgager shall laid to pay any taxes or charges of any lien, encumbrances or insu-face premises were provided for, the mortgage may there of wort and nother any apperent on and the said to and become a part of the dela any sums as paid by the mostfagee. In the event of any sait or action being instituted to ioreclose this mortgage, the losing party in such suit or action agrees to pay all reasonable costs incurred by the prevaient party therein for tille reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge resonable as the prevaient party is attorney's tees in such suit or action, and if appeal in all reasonable costs houng party further promose to pay such sum as the appellate court shall adjudge reasonable as the prevaiing party attorney's less on such appeal, all such houng party further promose to pay such sum as the appellate court shall adjudge reasonable as the prevaiing party attorney's less on such appeal, all such house party further promose to pay such sum as the appellate court shall adjudge reasonable as the prevaiing and in the court decree. Each and all of the covenants and agreements herein contained shall apply attorney's less on such appeal, all such to such advises of used mortgager and of suid mortgage respectively. In case auit or action is commenced to forciose this back back out may, upon motion of the meritagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such folgoing, and apply the same, line deducting all proper charges and expense 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 mortgage or mortgage may be more than one person; that if the context so requires, the singular proncum shall be taken so mean and include the plural, the maculine, 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. end • IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is net applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required dis-clesures; for this purpose use S-N Form No. 1319, or equivalent. ′ Å. + KENNETH R. BLACK KRIDE <u>k</u> ANCIO $1 \times$ MARCIA **BLACK** STATE OF OREGON, County of Klamath \$53 11 51. CUELICKENNETH R. BLACK AND MARCIA BLACK ъу.... с.= сг.; о Unalle (SEAL) Notary Public for Oregon My commission expires 9/12/84 MORTGAGE **SLATE OF OREGON**, ____}ss. County of Certify that the within instrument was received for record on theday of, 19....., (DON'T USE THIS TO SPACE: RESERVED in book/reel/volume No.....on FOR RECORDING page or as tee/file/instrument/ LABEL IN COUN. TIES WHERE microfilm/reception No......, USED.) Record of Mortgage of said County. ż. Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. NAME TITLE ByDeputy

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11290

BLACK, KENNETH R. & MARCIA

Exhibit A

DESCRIPTION SHEET

A tract of land situated in the SEL/4 of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at an iron pin which marks the corner common to Sections 19, 20, 29 and 30; thence West 685 feet; thence North parallel to the East line of said Section 19 to the South line of the property described in Book M69, page 9420, Deed Records of Klamath County, Oregon; thence North 87 degrees 09' East 685 feet more or less along the South line of said property described in Volume M69, page 9420, to the East line of said Section 19; thence South 1000 feet, more or less to the point of beginning, EXCEPT that portion lying within the right of way of

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed fo	r record at reques	t of <u>South Valley State Bank</u> the <u>29th</u> day <u>A.D. 19 87</u> at <u>9:58</u> o'clock <u>AM.</u> , and duly recorded in Vol. <u>M87</u>
		or <u>Morrgages</u> on Page 11280
FEE	\$9.00	Evelyn Biehn, County Clerk By Mm