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Vol. 1187 Page 12360

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THIS INDENTURE, Made this 8th day of July, 1987,

between Berva Tupper Donahue

as mortgagor, and Gienger Enterprises, Inc.

as mortgagee,

WITNESSETH, That the said mortgagor..... for and in consideration of the sum of.....

One thousand and no/100-----Dollars (\$ 1,000.00) to her.

paid by the said mortgagee....., do..... hereby grant, bargain, sell and convey unto the said mortgagee..... and assigns those certain premises situated in the County of Klamath, and State of Oregon, and described as follows:

NE1/4, Section 13
Township 36, Range 10
Klamath County, OR

WHEREFORE, the said mortgagee do hereby certify that the

above described premises are situated in the County of Klamath,

State of Oregon, and are subject to the mortgage of the said mortgagor.

The said mortgagee do hereby certify that the above described premises

are situated in the County of Klamath,

State of Oregon, and are subject to the mortgage of the said mortgagor.

The said mortgagee do hereby certify that the above described premises

are situated in the County of Klamath,

State of Oregon, and are subject to the mortgage of the said mortgagor.

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..... and assigns forever.

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THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of..... Dollars
One thousand and no/100-----
(\$ 1,000.00) in accordance with the terms of that certain promissory note of which the
following is substantially a copy, to-wit:

\$ 1,000.00
XXXXXXND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of
Gienger Enterprises, Inc. at Chiloquin, Oregon (\$1,000.00) DOLLARS,
One thousand and no/100 -----
with interest thereon at the rate of 9% percent per annum from _____ until paid; interest to be paid
annually. 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/we promise and agree to pay the holder's reasonable attorney's 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.
Said sum to be paid
within one year from
the date hereof
Berva Tupper Donahue

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 any other purpose~~

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-wit:
That she lawfully seized of said premises, and now has a valid and unincumbered
~~fee simple interest~~, 1/2 interest in said property

and that she will forever warrant and defend the same against the claims and demands of all persons whomsoever;
That she will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force she will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That she will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. 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.

That so long as this mortgage shall remain in force she will keep the buildings now erected,

or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$.....in some company or companies acceptable to said mortgagee.... and for the benefit of said mortgagee..., and will deliver all the policies and renewals thereof to said mortgagee....

NOW, THEREFORE, if the said mortgagor..... shall pay said promissory note....., and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note..... in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note..... or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee..... the option to declare the whole amount due on said note....., or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor..... shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee..... shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor.... agrees to pay all costs and disbursements allowed by law and such sum as the 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, together with the reasonable costs incurred by the mortgagee.... for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

IN WITNESS WHEREOF, the said mortgagor... h/s El hereunto set... her hand... the day and year first above written.

Berva Tupper Donahue
Berva Tupper Donahue

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (c) 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.

12303

BE IT REMEMBERED, That on this 8th day of July, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Berva Tupper Donahue

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

[Signature]
Notary Public for Oregon.
My Commission expires 1-27-90

MORTGAGE

(FORM No. 8)

Berva Tupper Donahue

TO

Geinger Enterprises, Inc.

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 13th day of July, 1987, at 2:32 o'clock P.M., and recorded in book M87 on page 12300, Record of Mortgages of said County or as filing fee number 76826.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

Klamath County Clerk Title

By *[Signature]* Deputy.

725 STEVEN-HESS LAW PUB. CO., PORTLAND, ORE.

Ret: Geinger Enterprises
HC 30, Box 55
Chiloquin, Oregon
97624