=	FORM No. 8-MORTGAGE.	-AR-P		
	rc /////		HING CO., PORTLAND, OR. \$7204	
	77039	Vol MIS Page	12693 🐣	
	THIS INDENTURE, Made this 15th between Charles V. Jackson	day of July	, 19 87	
	as mortgagor, and the United States of America	a, Bureau of Indian Affaire		
		and the second s	••••••	
			as mortgagee,	
	WITNESSETH, That the said mortgagor for a and no/100	and in consideration of the sum of Six	ty thousand	
	and no/100	Dollars (\$60,00	0.00) to him	

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Lot 14, Block 3, Tract 1103, East Hills Estates.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in 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 there-from and any and all fixtures than said premises at the time of the execution of this mortfade or at any time anywise appertaining, and which may hereatter thereto belong or appertain, and the rents, issues and profits there-from, 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. during the term of this mortgage; TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his successors and assigns forever. (\$60,000.00) in accordance with the terms of following is substantially a true copy, to-wit: For value received the undersigned promises to pay to the order of the United certain promissory note of which the States at the Bureau of Indian Affairs, Warm Springs Agency, Warm Springs, OR 97761, the sum of Sixty thousand and 00/100 dollars (\$60,000.00), with interest at 8-5/8 percent per annum payable annually from the date of advance until paid in full according to the following repayment schedule (on or before): 360 monthly payments of \$466.67 (paincipal and interest) due beginning August 15, 1987 and ending August 15, 2018 with final payment being \$473.10 (principal and interest).

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal

12695

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

(a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice mortgage are:

This indenture is further conditioned upon the faithful observance by the mortgagor of the following cove-That mortgagor is lawfully seized of said premises, and now has a valid and unincumbered fee simple nants hereby expressly entered into by the mortgagor, to-wit:

title thereto,

and that he will warrant and delend the same against the claims and demands of all persons whomsoever; That he 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 he 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

That he will keep all the improvements erected on said premises in good order and repair and will not premises superior to the lien of this mortgage: commit or suffer any waste of the premises hereby mortgaged. At the request of the mortgagee, the mort-

gagor 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

That so long as this mortgage shall remain in force he 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 be deemed desirable by the mortgagee.

benefit of both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof the extent of \$

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

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the arising from breach of any of the covenants herein. gage, without respect to the condition of the property herein described, appoint a receiver to

holder of the mortgage, with arising out of said premises, an	wind all proper charges and expenses
collect the rents and promis under this mortgage, first deduc	states and a reditor, as suit
holder of the mortgage, which arising out of said premises, and collect the rents and profits arising out of said premises, and faction of the amount due under this mortgage, first deduc	worronty (a) is applicable and it the martgages is a creditor, as such the second s

• IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the word is defined in the Truth-in-Lending Act and Regulation Z, the margages AUST camply with the Act and Regulation by making requ if this instrument is to be a FIRST lien to linance the purchase of a dwelling, use Stevent-Ness form No. 1305 or equivalent; if this inst use Stevent-Nets Form No. 1306, or equivalent. £.

In the event of any suit or action being instituted to foreclose this mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the mortgagor agrees to pay all 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 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 shall be taken to mean and include the plural, the masculine pronoun shall mean 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, the mortgagor has executed this instrument this 16th day of July 19 87 ; if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly

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(if executed by a carporation, offix connects is the	······
offix (orporate seal)	
STATE OF OREGON,	
County of Klamath) ss.	STATE OF OREGON, County of
7/16 1987.	Personally appeared
Personally appeared the above named	and
Charles V. Jackson	each for himself and not one for the other, did say that the former is the
	president and that the latter is the
ment to bop	
went to bop this his voluntary act and	and that the sect with
No Part and deed.	and that the seal affixed to the foregoing instrument is the corporation, of said corporation and that said instrument was signed and sealed in be- hall of said corporation by authority of its hoad of director seal in be-
OFFICIAL COMPAND.	half of said corporation and that said instrument was signed and scaled in be- them acknowledged said instrument to be its voluntary act and each of Before me:
EALL UNIT TO THE POINCE	them acknowledged said instrument to be its voluntary act and deed. Before me:
Notary Public for Oregon	
A Commission expires 8/16/88	(OFFICIAL Natary Public for Oregon SEAL)
	My commission expires:
1.50-	

MORTGAGE

CHARLES V. JACKSON

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BUREAU OF INDIAN AFFAIRS

AFTER RECORDING RETURN TO Superintendent Bureau of Indian Affairs Warm Springs Agency P. 0. Box 1239 Warm Springs, OR 97761

SPACE RESERVED FOR RECORCER 5 USE

County ofKlamath I certify that the within instrument was received for record on the at 3 ; 27 o'clock ... PM., and recorded in book reel volume No......M8.7......on page 12693 or as document/fee/file/ instrument/microfilm No. ..7.7.039...... Record of Mortgages of said County. Witness my hand and seal of

STATE OF OREGON,

Charles V. Jackson

County affixed. Evelyn Biehn, County Clerk

By Prain Smith Deputy

Fee: \$17.00