

SN

73820

Vol. 107 Page 17572

THIS MORTGAGE, Made this 25th day of September, 1987, by Melvin B. Miller and Jacqueline F. Miller, husband and wife to Matthews Family Limited Partnership hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of 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:

A tract of land situated in the North one half of the Northeast one-quarter of Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at a point from which the stone marking the one-quarter corner common to Sections 12 and 13 bears North 73°03'15" West, 1125.58 feet, said point of beginning being the point of intersection of the centerline

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

reverse side

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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: \$10,256.90 payable \$5,000 with interest on the unpaid balance payable December 31, 1987 with the balance of principal and interest payable December 31, 1988.

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 an organization or even if mortgagor is a natural person, for business or commercial purposes other than agricultural purposes. 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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$. . . in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. 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; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said premises and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges of any lien, encumbrances or insurance premium 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 and from the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagor at any time while the mortgagor neglects to repay any sums so paid by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial 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, all such sums to be secured by, the mortgagee, the court may, upon motion of the mortgagee, 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the contest so requires, the singular pronoun shall be taken to mean and include the plural, the masculine 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.

*IMPORTANT NOTICE: Delay, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures for this purpose. If this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1308 or equivalent.

STATE OF OREGON, County of Klamath, ss:

Personally appearing the above named MELVIN B. MILLER and JACQUELINE F. MILLER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(NOTARIAL SEAL)

Before me: *Justin S. Reed* Notary Public for Oregon

My commission expires: 11/16/87

MORTGAGE

Melvin B. Miller and
Jacqueline F. Miller
Matthews Family Limited
Partnership

AFTER RECORDING RETURN TO
Donald R. Crane
CRANE & BAILEY
296 Main Street
Klamath Falls, OR 97601

STATE OF OREGON,

County of . . . ss.

I certify that the within instrument was received for record on the . . . day of . . ., 19 . . . at . . . o'clock M., and recorded in book . . . on page . . . or as filing fee number . . . Record of Mortgages of said County. Witness my hand and seal of County affixed.

By . . . Title . . .

17573

MOBILE

SS

— A.D., 19 8

— A.D., 19 8

~~Mortgages~~

o'clock P M., and duly recorded in Vol. 187 day 28th on Page 187

FEE \$15.00

17572
EVELYN BIEHN County Clerk
By Bernetha J. Petch

[illegible][illegible]

DEC 31 1988

December 31, 1988
January 31, 1989

1881 MICH THE DISTANCE OF BATHURST AND TUCKER'S DISTANCE
370' 39" 30 BATHURST 22' 00" MICH TUCKER'S ON THE 1881 DISTANCE BATHURST
AND TUCKER'S IS INDICATED TO BE THE DISTANCE OF A CERTAIN MOUNTAIN DISTANCE
IN 1881 AND TO BE THE DISTANCE OF A CERTAIN MOUNTAIN DISTANCE

1. The first step in the process of a career development intervention is to assess the client's current situation. This involves gathering information about the client's background, interests, skills, and values. The assessment should be conducted in a structured and systematic manner, using a variety of tools and techniques. The information gathered during the assessment phase will be used to identify the client's strengths and weaknesses, and to determine the specific areas that need to be addressed in the intervention.

IN FIRST INSTANCES, CONVINCE DEBILLY ON SEVERE SIDE

...and being the holder of identification of the containing
...is being taken 12.03.12. After 11:00 AM
...from which the group working on the

[illegible]

CONFIDENTIAL

MILMESSEIN' Arz' and wongtzeboe' ju conwagewoon or

INVESTIGATION OF THE ACTS OF VIOLENCE

THIS WORKSPACE: Made for: John E. Ritter Director for the Office of the Attorney General of the United States Department of Justice Washington D.C. 20530

11-18827K