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THIS MORTGAGE, Made this 28th day of July 1988, by
Mr. Rodney Green and Mrs. Susan Green

Mortgagor, to The United States of America, Bureau of Indian Affairs

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Three Thousand and no/100 Dollars,

to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, ex-
ecutors, administrators and assigns, that certain real property situated in Klamath County,
State of Oregon, bounded and described as follows, to-wit:

2003 Kimberly Drive
Klamath Falls, Oregon 97603

Tax Lot # R-3909-0112-10000-000-091

MOLVED BOUTIC OREGON
(REVISED BY MORTGAGEE)

MA COMMERCIAL SERVICE
MORTGAGE BROKER FOR OREGON

This instrument was acknowledged before me on

Conceded by

STATE OF OREGON

My 1219 of acknowledgment

As witness to the foregoing, I have hereunto set my hand and seal of office, at the County of Klamath, State of Oregon, this 28th day of July, 1988.

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 1 promissory note, of which the following is a substantial copy:

Insert # 1: For value received the undersigned promises to pay to the order of the United States Department of Interior, Bureau of Indian Affairs, Warm Springs Agency, P.O. Box 1239, Warm Springs, Oregon 97761, the sum of Three Thousand and no/100-----dollars (\$3,000.00), with interest at 8 1/2 percent per annum payable annually from date of advance until paid in full according to the following repayment schedule (on or before): Due and payable in full (\$3,000.00 principal plus interest) on or before July 28, 1989.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment comes due, to-wit: July 28, 1989.

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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now, if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. 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.

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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 or household purposes (see Important Notice below),
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes.
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 upon a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, time being of the essence with respect to such payment and/or performance, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance 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 the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the losing party therein agrees to pay all reasonable costs incurred by the prevailing party for title reports and title search, all statutory costs and disbursements and such further sums as the trial court may, adjudge reasonable as prevailing party's attorney's fees in such suit or action and if an appeal is taken from any judgment or decree entered therein, the losing party therein further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal all such sums to be included in the court's decree.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and/or assigns of said mortgagor 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 mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, 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.

Susan E Green
Susan Green

Rodney Green
Rodney Green

STATE OF OREGON,

County of Klamath } ss:

This instrument was acknowledged before me on July 28, 1988, by Susan Green & Rodney Green

Jana M Walker
(SEAL) JANA M. WALKER
NOTARY PUBLIC-OREGON
My Commission Expires 1/5/90

Jana M Walker
Notary Public for Oregon
My commission expires 1/5/90

MORTGAGE
(FORM No. 105A)
STEVENS-NESS LAW PUB. CO., PORTLAND, OR 97204
AFTER RECORDING RETURN TO
Klamath Field Office
P.O. Box 360
Chiloquin, OR 97624

STATE OF OREGON
County of Klamath } ss.
I certify that the within instrument was received for record on the 29th day of Aug., 1988, at 2:11 o'clock P.M., and recorded in book/reel/volume No. M88, on page 13970 or as fee/tile/instrument/microfilm/reception No. 90808, Record of Mortgage of said County.
Witness my hand and seal of County affixed.
Evelyn Biehn County Clerk
NAME TITLE
By Rodney Green Deputy

Fee \$13.00