

93003

FORM No. 55A—MORTGAGE

50820

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STEVENS-NESS LAW PUB. CO.

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THIS MORTGAGE, Made this 22ND day of AUGUST 1988, by OWEN N MATTHEWS AND DEBRA G MATTHEWS, AS TENANTS BY THE ENTIRETY, to SOUTH VALLEY STATE BANK hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of ONE HUNDRED 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 property situated in KLAMATH County, State of Oregon, bounded and described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" BY THIS REFERENCE MADE A PART HERETO

This document is being rerecorded to correct a legal description. 10-18-88
(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)
Together with all and singular the tenements, hereditaments and appurtenances thereunto 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:
A PROMISSORY NOTE DATED JUNE 20, 1988 IN THE NAME OF TULELAKE POTATO DISTRIBUTORS, INC., LIMITED TO THE AMOUNT OF \$100,000.00 WITH A MATURITY OF JUNE 29, 1993.

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: JUNE 29, 1993.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) for the purchase of real property, or the improvement of real property, or the acquisition of an interest in real property;
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial 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 hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$ FULL AMOUNT
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; if being agreed that a failure to perform any covenant herein, or if proceedings of all of said covenants and the payment of said note 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 the mortgagee for breach of any sums so paid by the mortgagee.
In the event of any suit or action being instituted to foreclose this mortgage, the losing party in such suit or action agrees to pay all reasonable costs incurred by the prevailing party therein for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as the 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 further promises to pay such sum as the appellate court shall adjudge reasonable as the 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 and 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, first deducting all proper charges and expenses 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 mortgagor or 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.

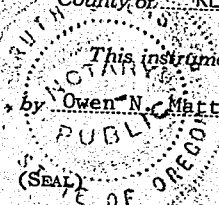
IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

*IMPORTANT NOTICE: Delete, 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 use S-N Form No. 1319, or equivalent.

OWEN N MATTHEWS
DEBRA G MATTHEWS

STATE OF OREGON,
County of KLAMATH } SS:

This instrument was acknowledged before me on the 25th day of August, 1988, by Owen N. Matthews and Debra G. Matthews.



Notary Public for Oregon
My commission expires 5-14-92

MORTGAGE

OWEN N MATTHEWS

DEBRA G MATTHEWS

TO

SOUTH VALLEY STATE BANK

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

AFTER RECORDING RETURN TO
SOUTH VALLEY STATE BANK
5215 S 6TH ST
KLAMATH FALLS, OR 97603

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/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgage of said County.
Witness my hand and seal of County affixed.
NAME _____
By _____ Deputy

13992
17887

EXHIBIT "A"

~~LOTS 1 AND 2 IN SECTION 17; AND THE SE1/4 OF SECTION 8, IN TOWNSHIP 41 SOUTH,~~
~~RANGE 12 EAST OF THE WILLAMETTE MERIDIAN~~
~~LESS A TRACT OF LAND SITUATED IN THE SE1/4 OF SE1/4 OF SECTION 8, T41S, R12EWM,~~
KLAMATH COUNTY OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A P.K. NAIL ON THE SOUTH LINE OF SAID SECTION 8, SAID POINT BEING S89° 50' 00" W 640.52 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE CONTINUING S 89° 50' 00" W, ALONG SAID SECTION LINE, 186.00 FEET TO A P.K. NAIL; THENCE N 00° 34' 40" E 30.00 FEET TO A 5/8 INCH IRON PIN ON THE NORTHERLY RIGHT OF WAY LINE OF DEMERRITT ROAD; THENCE CONTINUING N 00° 34' 40" E 377.08 FEET TO A 5/8 INCH IRON PIN; THENCE N 89° 50' 00" E 186.00 FEET TO A 5/8 INCH IRON PIN; THENCE S00° 34' 40" W 377.08 FEET TO A 5/8 INCH IRON PIN ON THE NORTHERLY RIGHT OF WAY LINE OF SAID DEMERRITT ROAD; THENCE CONTINUING S 00° 34' 40" W 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.74 ACRES, AND BEING SUBJECT TO A 10-FOOT ACCESS EASEMENT TO THE ADJOINING PROPERTY ALONG THE NORTHERLY AND WESTERLY LINES, AND A 5-FOOT IRRIGATION EASEMENT ALONG THE NORTHERLY RIGHT OF WAY LINE OF DEMERRITT ROAD.

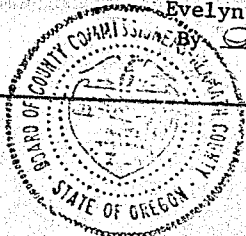
OWEN N. MATTHEWS
DEBRA G. MATTHEWS
LOAN NO. 203294

[Handwritten signature]

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath First Federal the 29th day
of Aug. A.D., 19 88 at 3:35 o'clock P.M., and duly recorded in Vol. M88
of Mortgages on Page 13991

FEE \$13.00



By Evelyn Biehn County Clerk
Pauline Mullins **INDEXED**
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley State Bank the 24th day
of Oct. A.D., 19 88 at 12:25 o'clock P. M., and duly recorded in Vol. M88
of Mortgages on Page 17886

FEE \$13.00

By Evelyn Biehn County Clerk
Pauline Mullins

[Handwritten initials]
13.00