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THIS INDENTURE, Made this 9TH day of DECEMBER, 1988,
between RODNEY GREEN AND SUSAN GREEN

as mortgagor, and UNITED STATES OF AMERICA DEPARTMENT OF INTERIOR BUREAU OF INDIAN AFFAIRS
as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of ONE HUNDRED TWENTY SIX THOUSAND AND 00/100 Dollars (\$ 126,000.00) to him paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee, his successors and assigns, those certain premises situated in the County of KLAMATH, and State of Oregon, and described as follows:

Lot 4 in Block 2, Tract No. 1103, East Hills Estate, Klamath County, Oregon
2003 Kimberly Drive, Klamath Falls, Oregon 97603
Tax Lot # R 3909-0112-10000-000-091; and

A tract of land located in Tract 17, Enterprise Tracts, situate in Section 34, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and more particularly described as follows: All that portion of Tract 17 of Enterprise Tracts lying Southwest of Alameda and East of the Easterly right of-way line of the United States Bureau of Reclamation Main Canal.
Subject to the printed exceptions, exclusions and stipulations which are part of said policy, and to the following:

1. Taxes for the following years are unpaid: Account No. 3808-34DC-700 Key: 445539: 1987-88 \$770.06 (original amount was \$1,155.10); 1988-89 \$2,745.00
2. Liens and assessments of Klamath Project and Enterprise Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith.
3. Overhang Easement, including the terms and provisions thereof, granted by Klamath Post #8 The American Legion, an Oregon corporation, to The California corporation, dated January 31, 1949, recorded February 8, 1949, in Volume 228 page 422, Deed records of Klamath County, Oregon.
4. Reservations and restrictions, including the terms and provisions thereof, from John Fehlen and Arleta Fehlen, husband and wife to State of Oregon by and through its State Highway Commission, dated June 6, 1955, recorded June 10, 1955, in Volume 275 page 121, Deed records of Klamath County, Oregon.
5. Reservations and Restrictions, including the terms and provisions thereof, from State of Oregon by and through its State Highway Commission to John Fehlen and Arleta Fehlen, husband and wife, date June 5, 1956, recorded June 22, 1956, in Volume 284 page 295, Deed records of Klamath County, Oregon.

TO HAVE AND TO HOLD the above described premises unto the said mortgagee, his heirs, assigns and assigns forever.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals, and the said mortgagee has hereunto set his hand and seal, and the seal of the County of Klamath, State of Oregon, this 9th day of December, 1988.

RODNEY GREEN AND SUSAN GREEN
UNITED STATES OF AMERICA DEPARTMENT OF INTERIOR BUREAU OF INDIAN AFFAIRS

TO HAVE AND TO HOLD the above described premises unto the said mortgagee, his heirs, assigns and assigns forever.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals, and the said mortgagee has hereunto set his hand and seal, and the seal of the County of Klamath, State of Oregon, this 9th day of December, 1988.

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The mortgage warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a) ~~for the purchase of the premises hereinafter described and for the payment of the interest thereon~~

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 mortgagor is lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto,

MORTGAGE

and that he will warrant and defend 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 premises superior to the lien of this mortgage;

That he 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 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 the extent of \$ 126,000.00 in some company or companies acceptable to said mortgagee and for the benefit of both parties hereto as their interests may appear, 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.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; If warranty (a) 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, use Stevens-Ness Form No. 1306, or equivalent.

21005

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 presumed and implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the mortgagor has executed this instrument this 9TH day of DECEMBER, 1988; if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

[Signature]
RODNEY GREEN

[Signature]
SUSAN GREEN

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Klamath, ss. December 18, 1988.

STATE OF OREGON, County of Klamath, ss. December 18, 1988.

Personally appeared

Personally appeared the above named Rodney Green and Susan Green

each for himself and not one for the other, who, being duly sworn, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instrument to be their voluntary act and deed, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me, [Signature] Notary Public for Oregon, My commission expires 12-19-88.

Before me, [Signature] Notary Public for Oregon, My commission expires 12-19-88.

(OFFICIAL SEAL)

MORTGAGE

TO

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,
County of Klamath } ss.
I certify that the within instrument was received for record on the 9th day of Dec, 1988, at 2:21 o'clock P.M., and recorded in book/reel/volume No. M88 on page 21002 or as document/file/instrument/microfilm No. 94781 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME
TITLE

By [Signature] Deputy

Fee \$23.00

BUREAU OF INDIAN AFFAIRS
KLAMATH FIELD OFFICE
P.O. BOX 360
CHILQUIN, OREGON 97624