Vol.<u>mgr</u>Page<mark>21213 @</mark> FORM No. 8-MORTGAGE. 94906 as mortgagor, and UNITED STATES OF AMERICA DEPARTMENT OF INTERIOR BUREAU OF INDIAN AFFAIRS WITNESSETH, That the said mortgagor for and in consideration of the sum of EIGHTY-EIGHT 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: A piece or parcel of land situate in portions of Government Lots 36 and 37, Section 20, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at the quarter section corner common to Sections 20 and 29, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, as established by an existing fence corner; thence South 89 degrees 39' 05" West 165.9 feet to a point marked by a 5/8 inch iron pin; thence North 4 degrees 50' 15" East, 665.53 feet to a 5/8 inch iron pin in the Southerly fence of an existing roadway; thence North 4 degrees 50" 15" East, 18.25 feet to a point on the apparent center-line of said existing roadway; thence South 89 degrees 40' 10" East along said roadway center-line 154.74 feet to a point on the apparent center-line of an existing North-South road; thence South 0 bdegrees 30'L'00" West along the centerline of said North-South road 678.86 feet to a uegrees 50 000 west along the centerline of Sald North-South road 6/8.86 feet to a point on the South line of Section 20, marked by a 5/8 inch iron pin; thence South 1:89 degrees 109 10" West along the Section line 40.53 feet to the point of beginning. of the bolder, was be declared to be due bid baseles in the southe rudsbisduese, at the obtain nbox default in the basebut of any ineraliment of brincipal or interest, of in any of Tax Account No.: 248164 G. C L L Tax Account No.: 248164 COVEL337 Section 20, Township 35, Range 7, 20 Acres, and LHOUCH LIF BYLE ATT CHURCH THIS CHARGE AIT YELKIE DALL BYLEAST 2 RECEIVED THE THEORY FOR FUCK DEDIVE FOR LHIS CHARGE ALL ACCOUNT NOT ACCOUNT OF AN ALL TO ANOTHER TO ANOTHER THE OWNER THE CHARGE AND ALL ACCOUNT NOT ACCOUNT NOT ACCOUNT NOT ALL ACCOUNT NOT ACCOUNT NOT ACCOUNT NOT ACCOUNT NOT ACCOUNT NOT ACCOUNT N DTax Account Nose 6247003 VIN IN EACT JEOt Sold and Bir Section 20, Township 35, Range 7, 40 Acres PAID IN FULL ACCORDING TO THE FOLLOWING REPAYMENT SCHEDULE (ON OR BEFORE); WITH INTEREST AT SI PERCENT PER ANNUM PAYABLE ANNUALLY FROM DATE OF ADVANCE DETIL FOR VALUE RECEIVED THE UNDERSIGNED PROMISES TO PAY TO THE ORDER OF THE UNITED STATES following in substantially a true copy, to-autendent prime out of which the CS 88,105,21 J in accordance with the letting of THUS CONVEYANCE IS INTENDED BIVE AND SIVIDE THOUSAND OF THE PRESENCE OF THE PR TO TIAVE AND TO HOLD the sold pretraises with the apportenances lines the sold more poser, his an cersols and assigns forener. from, and any and all listures upon said premises of the turne of the execution of this montage of at env time

any was appenduming, and which may mereafter thereto before of appendim and the rane, rester and profits there-Todether with all and singular the tenements, herefilluments, and appointer new therease, belowing or the

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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 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 suc-

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of EIGHTY-EIGHT cessors and assigns forever. THOUSAND ONE HUNDRED FIVE AND 21/100-------- Dollars following is substantially a true copy, to-wit:

FOR VALUE RECEIVED THE UNDERSIGNED PROMISES TO PAY TO THE ORDER OF THE UNITED STATES AT KLAMATH FIELD STATION, P.O. BOX 360, CHILOQUIN, OREGON 97624, THE SUM OF EIGHTY-EIGHT THOUSAND ONE HUNDRED FIVE AND 21/100----DOLLARS (\$88,105.21), WITH INTEREST AT 8} PERCENT PER ANNUM PAYABLE ANNUALLY FROM DATE OF ADVANCE UNTIL PAID IN FULL ACCORDING TO THE FOLLOWING REPAYMENT SCHEDULE (ON OR BEFORE):

120 MONTHLY PAYMENTS OF \$1,092.38 (INCLUDES PRINCIPAL AND INTEREST) BEGINNING DECEMBER: 29; 1988 UNTIL: PAID IN FULL.

A Portion of Lot 36, Section 20, Township 35, Range 7, 7.30 Acres. "A LATE CHARGE SHALL BE ASSESSED ON ANY PAYMENTS NOT MADE WHEN DUE AT THE RATE SET BY THE UNITED STATES TREASURY AND SHALL APPLY TO OVERDUE PAYMENTS FOR EACH 30-DAY PERIOD. THIS CHARGE WILL ACCRUE UNTIL PAYMENT IS RECEIVED EVEN THOUGH THE RATE WILL CHANGE QUARTERLY.

Upon default in the payment of any installment of principal or interest, or in any of the terms of the undersigned is loan agreement, then the entire indebtedness, at the option of the holder, may be declared to be due and payable. In case legal action is taken to collect this note, the undersigned agrees to pay all costs and other expenses incurred. Bound ou the South The of Section 30 matried pays 2/8 They flow

Leseutment itor, baiment lung of an eristing Worth-Scott road; chence Souch of a point of the sport of the conter-line of an eristing Worth-Scott road; chence Souch of a point of the conter-line of an eristing worth-Scott road; chence Souch of a sport of the sport thence South 89 degrees 401 10" East along said roldway canter-line 194.74 feet to a 15" East, 18.25 fact to a point on the apparent tune of said stating road sys Iton pin in the Southerly fence of an existing roadway; thence North & destees 50' by a 5/8 inch iron pin; thence Worth 4 degrees 50' 159 East, 665.23 feet to a 5/8 inch 50' Range 7 East of the Willamette Neridian, Flamath County, Dregon, as established by an existing fence corner, thence South 89 degrees 39, 050 Mest 165.9 feet to a point marked Beginning at the quarter section corner common to Sections 20 and 29. Township 35 Southy

being more particularly described as follower Township 35 South, Range 7 East of the Willsmette Meridian, Kinzath County, Dregon, A piece of parcel of land situate in portions of Government Lats 36 and 37, Section 20,

1. said Starg of Oregon, and described as follows, and availass those cortour premises situated in the County of EKLAPATIL pold by the sold montrages does hereby grant, bardway will and conservation of a substitute of surveyore WITNESSETH, That the said morigador for and in consideration of the som of ELUNIY-LIGHT HA- WOLLBARD

We montage, and UNITED STATES OF AMERICA DEPARTMENT OF INTERIOR SUBLAU OF INDIAN AFFAIRS

permeent TPOLD IN TITE VID DOWNIE & WIT The date of maturity of the debt secured by this mottgage, is the date on which the last scheduled principal, payment becomes due, to-wit: DECEMBER 29 , 19 98

CONTRACTORIES





Fee \$23:00

CUITOThe "mortgagor' warrants that the proceeds of the loan represented by the above described note and this

KTABEG(a)*, primerily for mortgeger's personal, tamily, household or egricultural, purposes (see Important Notice

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes BUREdu OFPNOM. AFFELLU Record of Mortgares of and County

other than agricultural purposes.

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covehereby 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. nants hereby expressly entered into by the mortgagor, to-wit:

of Light . O'dock : PM. and c conded

title thereto,

MORTGAGE

13th (lu) (l) ______2ec.____19 98 mentanev received for record on the a certile that the within instru-County of Clanath 1.52 STATE OF DRECON

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 tenon 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 1 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-Vigagor shall join with the mortgagee in executing one or more tinancing statements pursuant to the Uniform Commercial Coder 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 agericies as may

be deemed desirable by the mortgagee. may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to in some compainy 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

NOW, THEREFORE, if the said mortgagor shall pay said promissory note and shall fully satisfy to said mortgagee. 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 payables of 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 perfcent performum, without waiver, however, of any right arising from breach of any of the covenants herein of that the worther or mouther for the time of the covenants herein of the

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.

such sum as the trial court may adjudge reasonable as attorney's fees to be cliened the provaling party in such * IMPORTANT NOTICE: Delete: by lining out, whichever, warronty (a) (or, b) is not applicable; if warronty; (a) is applicable and. if the mortgage is a creditor, of such word is defined in the Truth-In-Lending Act and Regulation 2, the mortgage MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling; us Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, us Stevens-Ness Form No. 1306, or equivalent.

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ne justen das lant No. 1300 at seendant. Is the justen suit for a state of the principle of the state of an provide the fact of the state of the + wscssIn 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 source, action and the list of the prevailing party's attorney's fees on such appeal; in any event the mortgagor 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 mortgage 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

answer In construiting 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 valls grammatical changes shall be made; assumed and "implied to make the provisions hereof apply equally to corporations and to individuals. gage by reason thereof muy be loredlosed at any time thereafter shall it the read montgager shall fail to rey any WWW In Witness Whereof; the mortgagory has "executed this instrument, this 29TH day, of NOVEMBER, which, 19 188 ::: "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 of note an approved and approved and approved of the tering fluereof and the performance of the coverants and agreenents instrum contained at terms where ther any nam and comply with the covernme herembetore set forth, then this control of shall promised. Hall of our ordenee with the in full force and virtue as a molifage to secure the payment of shall promised. NOW, THERFFORE, it the said mortgogor shall por said

benefit of both parties hereto as their inferests may appear, and will deliver all the Vicies and renomets thereof in sume company of companies <u>accentable to that contender and tec the</u> may hereofter be arected on said memisos maned against tosseer dumage by the pith consuled consule, to eils conserved the first the morigance. (I exercise physic conserved as this in righte shall remain in force he will here the routings now enclude or any which

STATE OF, OREGON, WE HELL HE (WE CO) TO ULT HELL STATE OF OREGON, County of ______) 55. County of teklamathy torus sumary dork to the menter agent and will broke to 19 (trans the sector in the broket bubic County of the third state of the second of t who, being duly sworn, . commit ac suffer any wasts of the premises hereby manifulation At the Personally appeared the above named storeuscute susceach for himself, and not one for the other, did say, that the former is the

Thens or other incumprances that might by operation of the same secretary of the same secretary of the same the contraction of the same secretary of the s Lloyd'Ll: and Bonnie Kay Hall not Bose.

us server and acknowledged the foregoing instru¹⁶¹ Production and that the seal attized to the foregoing instrument is the corporate seal and that the seal attized to the foregoing instrument is the corporate seal and that the seal attized to the foregoing instrument is the corporate seal and that the seal attized to the foregoing instrument is the corporate seal and that the seal attized to the foregoing instrument is the corporate seal and that the seal attized to the foregoing instrument is the corporate seal and that the seal attized to the foregoing instrument was signed and sealed in be and that said instrument was signed and sealed in be and that to be the seal attized corporation by authority of its board of directors; and each of the seal to be a seal attized to the seal attized corporation by authority of its board of directors; and each of the seal to be a seal attized corporation by authority of its board of directors; and each of the seal attized corporation by authority of its board of directors; and each of the seal attice atting the seal attized corporation by authority of its board of directors; and each of the seal attice atting the seal atting Thirt Before mess (1113 mort guide

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Bureau of Thdian Affairs

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NOTAKI

My Commission Expires

title thereto,

County of ____Klamath I certify that the within instrument was received for record on the <u>13th day of Dec., 19.88</u>, at_4:27_____o'clock_PM., and recorded , in book/reel/volume_No_M88......on

STATE OF OREGON,

page_21213___or as document/fee/file/ HACE RESERVED instrument/microfilm, No. 94906......, ILLUNECORDER'S USE SE Record of Mortgages of said County. Witness my hand and seal of a particle barson "County affixed.

worepan e. see nu Evelyn Biehn, County Clerk.

Klamath Freid. Office Motting at a compt your horses of a compt Chiloquin; Coregon 1.97624 that the brockeds of 10 tours start By Pouline MeetersbarDeputy

Fee \$23.00

O-INSES FOR

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