

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 successors and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of EIGHTY-EIGHT THOUSAND ONE HUNDRED FIVE AND 21/100 Dollars (\$ 88,105.21) in accordance with the terms of certain promissory note of which the 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 1/2 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 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's 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 cost and other expenses incurred.

Presentment for payment and notice of non payment is hereby waived.

THE UNDERSIGNED HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE UNITED STATES OF AMERICA AND IS NOT SUBJECT TO ANY OTHER MORTGAGE OR ENCUMBRANCE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 29th day of December, 1988.

UNITED STATES OF AMERICA

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: DECEMBER 29, 1988.

REG 252-00

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) 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,

RECORDED IN BOOK 1000 PAGE 1000
JAN 10 1988
COUNTY OF KANE
STATE OF ARIZONA

CONVEYANCE

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 \$ _____ 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

53550

10. In case a complaint is filed in a suit, plaintiff is required to maintain the suit until the court orders otherwise.

DATE OF LAST REPORT: 1964-10-10

10-88- if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly

NON ENVELOPE IL DISC E NON RITORNARE IN POSTA

REPORT OF THE BOARD OF DIRECTORS OF THE NATIONAL ASSOCIATION OF REALTORS FOR THE YEAR 1964

100-443887-100

affix corporate seal)

County of Klamath State of Oregon ss. 19
 I, the undersigned, Judge of the Circuit Court of the County of Klamath, State of Oregon, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said Court.

NOVEMBER 17, 2013 11:11 AM, 1988-1990, 1991-1993, 1994-1996, 1997-1999, 2000-2002, 2003-2005, 2006-2008, 2009-2011, 2012-2014, 2015-2017, 2018-2020, 2021-2023, 2024-2026, 2027-2029, 2030-2032, 2033-2035, 2036-2038, 2039-2041, 2042-2044, 2045-2047, 2048-2050, 2051-2053, 2054-2056, 2057-2059, 2060-2062, 2063-2065, 2066-2068, 2069-2071, 2072-2074, 2075-2077, 2078-2080, 2081-2083, 2084-2086, 2087-2089, 2090-2092, 2093-2095, 2096-2098, 2099-2101, 2102-2104, 2105-2107, 2108-2110, 2111-2113, 2114-2116, 2117-2119, 2120-2122, 2123-2125, 2126-2128, 2129-2131, 2132-2134, 2135-2137, 2138-2140, 2141-2143, 2144-2146, 2147-2149, 2150-2152, 2153-2155, 2156-2158, 2159-2161, 2162-2164, 2165-2167, 2168-2170, 2171-2173, 2174-2176, 2177-2179, 2180-2182, 2183-2185, 2186-2188, 2189-2191, 2192-2194, 2195-2197, 2198-2199, 2200-2202, 2203-2205, 2206-2208, 2209-2211, 2212-2214, 2215-2217, 2218-2220, 2221-2223, 2224-2226, 2227-2229, 2230-2232, 2233-2235, 2236-2238, 2239-2241, 2242-2244, 2245-2247, 2248-2250, 2251-2253, 2254-2256, 2257-2259, 2260-2262, 2263-2265, 2266-2268, 2269-2271, 2272-2274, 2275-2277, 2278-2280, 2281-2283, 2284-2286, 2287-2289, 2290-2292, 2293-2295, 2296-2298, 2299-2301, 2302-2304, 2305-2307, 2308-2310, 2311-2313, 2314-2316, 2317-2319, 2320-2322, 2323-2325, 2326-2328, 2329-2331, 2332-2334, 2335-2337, 2338-2340, 2341-2343, 2344-2346, 2347-2349, 2350-2352, 2353-2355, 2356-2358, 2359-2361, 2362-2364, 2365-2367, 2368-2370, 2371-2373, 2374-2376, 2377-2379, 2380-2382, 2383-2385, 2386-2388, 2389-2391, 2392-2394, 2395-2397, 2398-2399, 2400-2402, 2403-2405, 2406-2408, 2409-2411, 2412-2414, 2415-2417, 2418-2420, 2421-2423, 2424-2426, 2427-2429, 2430-2432, 2433-2435, 2436-2438, 2439-2441, 2442-2444, 2445-2447, 2448-2450, 2451-2453, 2454-2456, 2457-2459, 2460-2462, 2463-2465, 2466-2468, 2469-2471, 2472-2474, 2475-2477, 2478-2480, 2481-2483, 2484-2486, 2487-2489, 2490-2492, 2493-2495, 2496-2498, 2499-2501, 2502-2504, 2505-2507, 2508-2510, 2511-2513, 2514-2516, 2517-2519, 2520-2522, 2523-2525, 2526-2528, 2529-2531, 2532-2534, 2535-2537, 2538-2540, 2541-2543, 2544-2546, 2547-2549, 2550-2552, 2553-2555, 2556-2558, 2559-2561, 2562-2564, 2565-2567, 2568-2570, 2571-2573, 2574-2576, 2577-2579, 2580-2582, 2583-2585, 2586-2588, 2589-2591, 2592-2594, 2595-2597, 2598-2599, 2600-2602, 2603-2605, 2606-2608, 2609-2611, 2612-2614, 2615-2617, 2618-2620, 2621-2623, 2624-2626, 2627-2629, 2630-2632, 2633-2635, 2636-2638, 2639-2641, 2642-2644, 2645-2647, 2648-2650, 2651-2653, 2654-2656, 2657-2659, 2660-2662, 2663-2665, 2666-2668, 2669-2671, 2672-2674, 2675-2677, 2678-2680, 2681-2683, 2684-2686, 2687-2689, 2690-2692, 2693-2695, 2696-2698, 2699-2701, 2702-2704, 2705-2707, 2708-2710, 2711-2713, 2714-2716, 2717-2719, 2720-2722, 2723-2725, 2726-2728, 2729-2731, 2732-2734, 2735-2737, 2738-2740, 2741-2743, 2744-2746, 2747-2749, 2750-2752, 2753-2755, 2756-2758, 2759-2761, 2762-2764, 2765-2767, 2768-2770, 2771-2773, 2774-2776, 2777-2779, 2780-2782, 2783-2785, 2786-2788, 2789-2791, 2792-2794, 2795-2797, 2798-2799, 2800-2802, 2803-2805, 2806-2808, 2809-2811, 2812-2814, 2815-2817, 2818-2820, 2821-2823, 2824-2826, 2827-2829, 2830-2832, 2833-2835, 2836-2838, 2839-2841, 2842-2844, 2845-2847, 2848-2850, 2851-2853, 2854-2856, 2857-2859, 2860-2862, 2863-2865, 2866-2868, 2869-2871, 2872-2874, 2875-2877, 2878-2880, 2881-2883, 2884-2886, 2887-2889, 2890-2892, 2893-2895, 2896-2898, 2899-2901, 2902-2904, 2905-2907, 2908-2910, 2911-2913, 2914-2916, 2917-2919, 2920-2922, 2923-2925, 2926-2928, 2929-2931, 2932-2934, 2935-2937, 2938-2940, 2941-2943, 2944-2946, 2947-2949, 2950-2952, 2953-2955, 2956-2958, 2959-2961, 2962-2964, 2965-2967, 2968-2970, 2971-2973, 2974-2976, 2977-2979, 2980-2982, 2983-2985, 2986-2988, 2989-2991, 2992-2994, 2995-2997, 2998-2999, 3000-3002, 3003-3005, 3006-3008, 3009-3011, 3012-3014, 3015-3017, 3018-3020, 3021-3023, 3024-3026, 3027-3029, 3030-3032, 3033-3035, 3036-3038, 3039-3041, 3042-3044, 3045-3047, 3048-3050, 3051-3053, 3054-3056, 3057-3059, 3060-3062, 3063-3065, 3066-3068, 3069-3071, 3072-3074, 3075-3077, 3078-3080, 3081-3083, 3084-3086, 3087-3089, 3090-3092, 309

Personally appeared the above named _____ president and that the latter is th

None of other interpretations and nature of obligation is the of appearance. The company has been a corporation

and that the seal affixed to the foregoing instrument was the seal of said corporation and that said instrument was signed and sealed in be-

Before me: W. J. [Signature] 1943

(OFFICIAL SEAL) JANA M. WALKER, Notary Public Oregon, My Comm. Expires 01/2019 (OFFICIAL SEAL)

My Commission Expires 1/5/90 My commission expires: JANUARY 05 1990

STATE OF OREGON

MORTGAGE

ment was received for record on the

at 4:27 o'clock P.M., and recorded

DATE RECEIVED IS JANUARY 1981 OF 1981 FILE SPACE RESERVED page 21217 or as document/fee/file

THIS DOCUMENT IS UNCLASSIFIED DATE 01-10-2001 BY 60322 UCBAW

Witness my hand and seal

Bureau of Indian Affairs | Evelyn Biehn County Clerk

P.O. BOX 500		NAME	TITLE
101-110-100	On 97624		

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10. *Journal of the American Medical Association*, 277: 1005-1006, 1997.

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