

OOT 98622

Vol. 189 Page 5403

THIS MORTGAGE, Made this 30th day of March, 1989, by

Mortgagor, to Klamath Kennels Inc., an Oregon corporation,

Ella M. Brown

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Fifty six thousand, eight hundred fourteen and 22/100 (\$56,814.22) 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 exhibit A attached hereto and by this reference made a part hereof.

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 heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of promissory note, of which the following is a substantial copy:

\$ 56,814.22 Klamath Falls, Oregon, March 30, 1989.  
On demand after date, the undersigned corporation promises to pay to the order of Ella M. Brown at Klamath Falls, Oregon.  
Fifty six thousand, eight hundred and fourteen and 22/100 (\$56,814.22) DOLLARS, with interest thereon at the rate of one percent per annum from date until paid. Interest to be paid on demand and if not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fee to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

\* Payment due upon sale of mortgaged property. Klamath Kennels, Inc.

By Ella M. Brown  
President

By Bridget Phelan  
Secretary

No.

FORM No. 71—NOTE—CORPORATION

SC

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: on demand.

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 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.

MAR 31 AM 11 39

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 agreed 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. If the undersigned is a corporation, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

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 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. 1318, or equivalent.

*Ella Brown*  
 Ella Brown, President

*Bridget Honan*  
 Bridget Honan, Secretary

STATE OF OREGON, }  
 County of \_\_\_\_\_ } ss.

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

(SEAL)

Notary Public for Oregon

My commission expires: \_\_\_\_\_

STATE OF OREGON, }  
 County of KLAMATH } ss.

This instrument was acknowledged before me on MARCH 30 1989, by ELLA BROWN & BRIDGET HONAN as PRESIDENT & SECRETARY of KLAMATH KENNELS, INC.

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(SEAL)

11/26/89

## MORTGAGE

(FORM No. 105A)

STEVENS-NESS LAW PLS. CO., PORTLAND, OR. 97204

to

SPACE RESERVED  
 FOR  
 RECORDER'S USE

AFTER RECORDING RETURN TO

Ella Brown  
 510 Miller Island Rd.  
 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/micro-film/reception No. \_\_\_\_\_, Record of Mortgage of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_ Deputy

## LEGAL DESCRIPTION

## EXHIBIT A

A tract of land situated in Government Lot 1 in the NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 40 feet South of the Northwest corner of the NE1/4 NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian; thence South 1280 feet; thence East 659.4 feet; thence North 1280 feet to the South line of the Miller Island Road; thence West along the line of said road 659.4 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in Government Lot 1 in the NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 40 feet South of the Northwest corner of the NE1/4 NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian; thence South 1280 feet; thence East 281.22 feet; thence North 1280 feet to the South line of the Miller Island Road; thence West along the line of said road 282.99 feet to the point of beginning. EXCEPTING THEREFROM any portion lying within the right of way of Miller Island Road.

SUBJECT TO a perpetual easement for underground sewage transportation and disposal over and across the following described parcel:

A parcel of land situate in the NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being a portion of that tract of land described in Volume M84 at page 8778, Microfilm Records of Klamath County, Oregon, being more particularly described as follows:

Beginning at a point 40 feet South of the Northwest corner of the NE1/4 NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian; thence South along the West line of the above mentioned tract 293.28 feet; thence East 281.22 feet to a point; thence South, 5.01 feet; thence South 86 degrees 44' 46" East, 114.43 feet; thence South 03 degrees 35' 21" East, 48.08 feet; thence South 88 degrees 54' 58" West, 79.12 feet; thence South 01 degrees 05' 02" East, 100.00 feet; thence North 88 degrees 54' 58" East, 164.73 feet; thence North 01 degrees 05' 02" West, 100.00 feet; thence South 88 degrees 54' 58" West, 75.59 feet; thence North 03 degrees 35' 21" West, 57.39 feet; thence North 86 degrees 44' 46" West, 123.87 feet more or less to a point lying 5.01 feet North of the point of beginning, thence South 5.01 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ella Brown  
of March A.D., 19 89 at 11:39 o'clock A M., and duly recorded in Vol. M89 day  
of Mortgages on Page 5403

FEE \$18.00

Evelyn Biehn  
By Evelyn Biehn County Clerk