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Vol. 1190 Page 16225

THIS MORTGAGE, Made this 31st day of May, 1990,

by Jefferson State, Inc. Mortgagor,

to Connie G. Barry Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Loan 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:

The Easterly 199.7 feet of Lots 1 and 2 in Block 6 of THIRD ADDITION TO ALTAMONT ACRES, EXCEPTING THEREFROM that portion conveyed to Raymond and Jennett Schiffman, which portion is described as follows, to-wit: Beginning at the Northeast corner of Lot 1, Block 6, THIRD ADDITION TO ALTAMONT ACRES: thence South 0°09' East along the East line of Lots 1 and 2, a distance of 238.9 feet to the Southeast corner of Lot 2 of said Block 6; thence South 89°38' West along the South line of said Lot 2, a distance of 99.7 feet; thence North 0°09' West a distance of 158.9 feet; thence South 89°38' West a distance of 19.0 feet thence North 0°09' West a distance of 80 feet to the North line of said Lot 1; thence North 89°38' East a distance of 118.7 feet to the point of the beginning, being a portion of Lots 1 and 2, Block 6, THIRD ADDITION TO ALTAMONT ACRES.

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 a promissory note, of which the following is a substantial copy:

Dated May 31, 1990

The Jefferson State, Inc. promises to pay to the order of Connie G. Barry of 160 Piedmont Ct., Larkspur, CA 94939, Nine Thousand Dollars with interest at the rate of 10% per annum from May 31, 1990 at \$415.30 per month until paid.

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 10, 1992.

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

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by

to \_\_\_\_\_ dated \_\_\_\_\_, 19\_\_\_\_, and recorded in the mortgage records of the above named county in book/reel/volume No. \_\_\_\_\_, at page \_\_\_\_\_ thereof, or as document/fee/title/instrument/microlfilm No. \_\_\_\_\_, (indicate which), reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$\_\_\_\_\_; the unpaid principal balance thereof on the date of the execution of this instrument is \$\_\_\_\_\_; and no more; interest thereon is paid to \_\_\_\_\_, 19\_\_\_\_; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage."

The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal and interest, according to the terms thereof; that while any part of the note secured hereby 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 secured hereby, when due and payable and before the same 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire

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the mortgagee shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby 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 payments of the note secured hereby; it being agreed that 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, 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, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby 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 so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements, and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage. 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.

Phil F. Barry Pres.

Mary G. Barry, Sec.

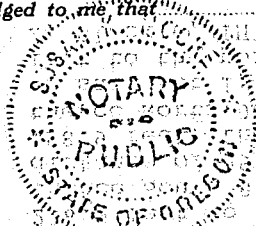
\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and if the mortgage is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1306 or similar.

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 31<sup>st</sup> day of May, 1970, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Susan K. Moore

Notary Public for Oregon

My Commission expires 2-1-72

## SECOND MORTGAGE

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Jefferson State, Inc.

Connie G. Barry  
160 Piedmont Ct.  
Barkham, CA 94930

AFTER RECORDING RETURN TO

Shuck & Associates

4242 Summers Ln  
Klamath Falls, Or. 97603

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the

day of May, 1970, at o'clock M., and recorded

in book/reel/volume No. on

page or as document/fee/file/

instrument/microfilm No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME TITLE

By Deputy

\$9,000.00

The undersigned corporation promises to pay to the order of Connie G. Barry, May 31, 1990.  
at 160 Piedmont Ct. Larkspur, CA

Nine Thousand.....

with interest thereon at the rate of 10 percent per annum from May 31, 1990 DOLLARS,  
payable in Monthly installments of not less than \$415.30 until paid,  
paid Monthly and \* in addition to the minimum payments above required; the first payment  
to be made on the 10th day of July, 19 90, and a like payment on the 10th  
day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said  
installments is 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 under-  
signed promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed  
hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any ap-  
peal 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.

Jefferson State, Inc.

By Mary G. Barry  
Secretary

By Phil F. Barry  
President

No. ....

\* Strike words not applicable.

FORM No. 101—INSTALLMENT NOTE—CORPORATION (Oregon UCC). SC

STEVENS-NESS LAW PUB. CO. PORTLAND

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Shuck & Associates the 14th day  
of Aug. A.D., 19 90 at 12:05 o'clock P.M., and duly recorded in Vol. M90,  
of Mortgages on Page 16275.

FEE \$18.00

Evelyn Biehn - County Clerk

By Quellen Mueller