

ON

26689

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THIS MORTGAGE, Made this 14th day of November, 1990, by
GLENN G. JUSTUS, JOANNA L. JUSTUS and DOROTHY WERLINE

Mortgagor, to E. JAY WILKIE AND MELVA J. WILKIE, CO-TRUSTEES OF THE WILKIE LIVING TRUST DATED AUGUST 14, 1989,

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Twenty-seven Thousand Two Hundred Nineteen and 70/100ths (\$27,219.70) Dollars,
to mortgagee paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, mortgagee's heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

That real property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

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, mortgagee's heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of 2 promissory note(s), of which the following is a substantial copy: Klamath Falls, Oregon, November 14, 1990
"\$27,219.70"

I promise to pay to the order of E. JAY WILKIE and MELVA J. WILKIE CO-TRUSTEES OF THE WILKIE LIVING TRUST DATED AUGUST 14, 1989, at Lakeview, Oregon, Twenty-seven Thousand Two Hundred Nineteen and 70/100ths DOLLARS, with interest thereon at the rate of eleven percent per annum from October 11, 1990 until paid, payable in monthly installments of not less than \$1,000.00 in any one payment; interest shall be paid monthly and is included in the minimum payments above required; the first payment to be made on the 5th day of November, 1990, and a like payment on the 5th day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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, I promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

s/ Cathy S. Cogar"

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: pursuant to said promissory note

And said mortgagor covenants to and with the mortgagee, mortgagee's heirs, executors, administrators and assigns, that mortgagor 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 mortgagor will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid mortgagor 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 mortgagor 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 mortgagor will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other 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 mortgagor 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.

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 mortgagee's 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 so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the losing party therein agrees 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 includes the plural and all grammatical changes shall be made so that this mortgage shall apply equally to corporations and to individuals. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer, duly authorized thereto by order of its board of directors.

IN WITNESS WHEREOF, said mortgagor has executed this mortgage 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. 1319, or equivalent.

Glenn G. Justus Glenn G. Justus
Joanna L. Justus Joanna L. Justus
Dorothy Werline Dorothy Werline

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on
November 14, 1990, by Glenn G. Justus, Joanna L. Justus and Dorothy Werline

B. Jean Phillips
 Notary Public for Oregon
 My commission expires: 3-2-92

(SEAL)

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on
19, by _____
 as _____
 of _____

Notary Public for Oregon

My commission expires: _____

(SEAL)

STATE OF OREGON,

County of LINN } ss.

BE IT REMEMBERED, That on this 6th day of November, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dorothy Werline

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

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

Notary Public for Oregon
 My Commission expires April 29, 1994

FORM NO. 23 — ACKNOWLEDGMENT
 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated in the NE1/4 of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the West line of the NE1/4 of said Section 13, said point being the Southwest corner of Tract 1085, COUNTRY GREEN, duly recorded plat, said point situated South 00 degrees 23' 49" West 262.01 feet from the North quarter corner of said Section 13; thence South 89 degrees 22' 32" East along the Southerly line of said Tract 1085, COUNTRY GREEN, 60.00 feet; thence South 00 degrees 23' 49" West, 80.00 feet; thence South 89 degrees 22' 32" East 565.69 feet; thence North 00 degrees 37' 28" East 80.00 feet to the Southerly line of said Tract 1085, COUNTRY GREEN; thence Easterly along the said Southerly line, South 89 degrees 22' 32" East 492.01 feet, North 54 degrees 48' 25" East 30.00 feet along the arc of a curve to the left (radius point bears North 54 degrees 48' 25" East 1494.90 feet, central angle = 04 degrees 19' 32") 112.86 feet, South 39 degrees 31' 07" East 254.42 feet, along the arc of a curve to the left (radius = 249.23 feet, central angle = 24 degrees 11' 35") 105.24 feet, South 63 degrees 42' 42" East 19.53 feet, South 23 degrees 24' 16" East 60.00 feet to the most Southerly point of said Tract 1085, COUNTRY GREEN; thence continuing Easterly along said Southerly line of Tract 1085, COUNTRY GREEN, North 68 degrees 35' 44" East 77.54 feet, along the arc of a curve to the left (radius = 230.00 feet, central angle = 21 degrees 57' 17") 88.13 feet, North 44 degrees 38' 27" East 276.89 feet, South 45 degrees 21' 33" East 20.00 feet, along the arc of a curve to the right (radius = 280.00 feet, central angle = 15 degrees 10' 46") 74.18 feet, North 80 degrees 31' 28" East 184.49 feet; North 12.08 feet; thence leaving said Southerly line, North 72 degrees 58' 03" East 207.58 feet; thence North 89 degrees 29' 13" East 100.00 feet; thence South 84 degrees 14' 48" East 46.58 feet to the Westerly line of the Enterprise Irrigation District Canal; thence along the said Westerly line, South 05 degrees 22' 23" West 116.17 feet, along the arc of a curve to the left (radius = 125.00 feet; central angle = 49 degrees 30' 10") 108.00 feet, South 44 degrees 07' 47" East 165.75 feet along the arc of a curve to the right (radius = 75.00 feet, central angle = 73 degrees 27' 34") 96.16 feet, South 29 degrees 18' 47" West 344.20 feet; thence leaving said Westerly line, South 72 degrees 58' 03" West 1269.45 feet; thence North 75 degrees 46' 50" West 128.10 feet; thence South 72 degrees 58' 03" West 699.66 feet to the Easterly line of the U.S.B.R. "A" Canal; thence along said Easterly line, along the arc of a curve to the right (radius point bears North 43 degrees 48' 30" East 497.96 feet, central angle = 24 degrees 14' 30") 210.69 feet, North 21 degrees 57' 00" West 560.20 feet, along the arc of a curve to the left (radius = 1220.92 feet, central angle = 07 degrees 50' 06") 166.96 feet to the West line of the NE1/4 of said Section 13; thence North 00 degrees 23' 49" East 530.01 feet to the point of beginning with bearings based on the said Tract 1085, COUNTRY GREEN.

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(LEGAL DESCRIPTION CONTINUED)

EXCEPTING THEREFROM a tract of land situated in the E1/2 of NE1/4 of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the most Southerly point of Tract 1085, COUNTRY GREEN, a duly recorded plat, said point being on the Southerly right of way line of Alt Way and 15.00 feet Easterly of the centerline of the Enterprise Irrigation District ditch as constructed, said point being South 65 degrees 17' 56" East 1644.59 feet from the N1/4 corner of said Section 13; thence Easterly along the Southerly line of said Tract 1085, COUNTRY GREEN, North 66 degrees, 35' 44" East 77.84 feet, along the arc of a curve to the left (radius = 230.00 feet, central angle = 21 degrees 57' 17") 88.13 feet; North 44 degrees 38' 27" East 276.89 feet, South 45 degrees 21' 33" East 20.00 feet, along the arc of a curve to the right (radius = 280.00 feet, central angle = 15 degrees 10' 46") 74.18 feet, North 80 degrees 31' 20" East 184.43 feet, North 12.08 feet; thence leaving said Southerly line, North 72 degrees 58' 03" East 207.58 feet; thence North 89 degrees 29' 13" East 100.00 feet; thence South 84 degrees 14' 48" East 46.58 feet to the Westerly line of the Enterprise Irrigation District Canal; thence along said Westerly line, South 05 degrees 22' 23" West 116.17 feet along the arc of a curve to the left (radius = 125.00 feet, central angle = 45 degrees 38' 10") 108.00 feet, South 44 degrees 07' 47" East 165.75 feet, along the arc of a curve to the right (radius = 75.00 feet, central angle = 73 degrees 27' 34") 96.16 feet, South 29 degrees 19' 47" West 344.20 feet; thence leaving said Westerly line South 72 degrees 58' 03" West 733.37 feet to a point 15.00 feet Easterly of the centerline of the Enterprise Irrigation District ditch as constructed; thence Northerly along a line parallel with and 15.00 feet Easterly of the centerline of said ditch, North 38 degrees 13' 35" West 134.65 feet, along the arc of a curve to the right (radius = 285.00 feet, central angle = 17 degrees 21' 48") 86.36 feet, North 20 degrees 51' 55" West 224.49 feet, along the arc of a curve to the right (radius = 335.00 feet, central angle = 37 degrees 46' 05") 220.02 feet, North 16 degrees 54' 10" East 27.02 feet to the point of beginning, with bearings based on said Tract 1084, COUNTRY GREEN.

ALSO EXCEPTING THEREFROM THE FOLLOWING:

A tract of land situated in the NE1/4 of the NE1/4 of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the West line of said NE1/4 NE1/4 and on the Southwesterly boundary of Tract 1085, COUNTRY GREEN, a duly recorded subdivision, and being South 00 degrees 18' 23" West 509.25 feet from the Northwest corner of said NE1/4 NE1/4; thence South 00 degrees 18' 23" West 817.30 feet to the NE1/16 corner of said Section 13; thence along the South line of said NE1/4 NE1/4, South 89 degrees 56' 54" East 356.07 feet to the Southerly line of that tract of land described

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(LEGAL DESCRIPTION CONTINUED)

in Volume M87 at page 10229 Exhibit "A" of the Klamath County Deed Records; thence North 72 degrees 58' 03" East, along said line, 19.30 feet to a point 15 feet Easterly when measured at right angles from the centerline of the Enterprise Irrigation District Ditch; thence Northerly parallel to said ditch North 38 degrees 13' 35" West 134.69 feet, along the arc of a curve to the right (radius = 285.00 feet, central angle = 17 degrees 21' 40") 86.36 feet, North 20 degrees 51' 55" West 224.49 feet, along the arc of a curve to the right (radius = 335.00 feet, central angle = 37 degrees 46' 05") 220.82 feet, North 16 degrees 54' 10" East 27.02 feet to the most Southerly point of said Tract 1085, COUNTRY GREEN, along said subdivision North 23 degrees 24' 16" West 60.00 feet, North 63 degrees 42' 42" West 19.53 feet, along the arc of a curve to the right (radius = 249.23 feet, central angle = 24 degrees 11' 35") 105.24 feet and North 39 degrees 31' 07" West 65.34 feet to the point of beginning, with bearing based on said Tract 1085, COUNTRY GREEN.

LESS AND EXCEPTING that portion lying within the Enterprise Irrigation District Ditch.

Return: James C. Lynch
620 N 1st Street
Lakeview, OR 97630 - 0123

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co. the 8th day
of March A.D., 1991 at 10:50 o'clock AM., and duly recorded in Vol. M91,
of Mortgages on Page 4184.

FEE \$28.00

Evelyn Biehn, County Clerk

By Pauline Muelandore