

OS

26930

Vol. 99 / Page 4588

THIS MORTGAGE, Made this 15th day of February, 1991,
by Mitchell Barnes, a single man
to Howard C. Hassett and/or Mary A. Hassett, husband and wife Mortgagee,

WITNESSETH, That said mortgagor, in consideration of the sum of (\$ 9,000.00) Mortgagee,
Nine thousand and no/100 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:

Lot 6, in Block 14, Tract No 1079, known as SIXTH ADDITION TO SUNSET
VILLAGE, Klamath County, Oregon.

SUBJECT TO: Covenants, conditions, restrictions, reservations, rights,
rights of way and easements now of record.

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, admin-
istrators and assigns forever.

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

\$9,000.00 February 15, 1991
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Howard C.
and/or Mary A. Hassett, husband and wife
at 6719 Beckton, Klamath Falls, Or 97603
NINE-THOUSAND and/no 100 DOLLARS,
with interest thereon at the rate of 10 percent per annum from February 15, 1994 until paid, payable in
installments of not less than \$ 150.00 in any one payment; interest shall be paid then and
in addition to the minimum payments above required; the first payment to be made on the 15th day of March
1994, and a like payment on the 15th 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/we 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.

* Strike words not applicable.

Mitchell W Barnes

FORM No. 17—INSTALLMENT NOTE. SN

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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: March 15, 1994.

This mortgage is interior, secondary and made subject to a prior mortgage on the above described real estate made by
Mitchell Barnes
to Veteran's Administration of State of Oregon dated November 28,
1975, and recorded in the mortgage records of the above named county in book/reel/volume No. M-75, at page 15134
thereof, or as fee/title/instrument/microfilm reception 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 \$35,000.00; the unpaid
principal balance thereof on the date of the execution of this instrument is \$22,750.00 and no more; interest thereon is paid
to February 15th, 1991; 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 Trust Deed
to Highland Community Federal Credit Union dated June 26, 1990 to secure payment
of the sum of \$10,489.00, recorded Vol. M90, Page 12705
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, assess-
ments 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

and such other hazards as the mortgagee may from time to time require, in an amount not less than \$2,000, in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagee named herein and then to the mortgagee as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagee shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid 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 mortgagee's expense; that the mortgagee will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the security for this mortgage, then at the request of the mortgagee, the mortgagee 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 mortgagee warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a)* primarily for mortgagee's personal, family or household purposes (see Important Notice below),
(b) for an organization, (even if mortgagee is a natural person) are for business or commercial purposes.

Now, therefore, it said 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 any payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagee 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 mortgagee 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 mortgagee 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 agrees to pay all reasonable costs incurred by the prevailing party, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as the 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 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 and assigns of said mortgagee 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 mortgagee 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 mortgagee has hereunto set his hand the day and year first above written.

Mitchell W Barnes

* 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.

(If executed by a corporation,
affix corporate seal)

(If the signer of the above is a corporation,
use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on
March 8, 1991, by
Mitchell Barnes

OFFICIAL SEAL
DIANE BOZGOZ
NOTARY PUBLIC - OREGON
MY COMMISSION EXPIRES JAN 22, 1992

SECOND MORTGAGE

(FORM No. 923)

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

TO: _____

AFTER RECORDING RETURN TO

Howard & Mary Haslett
6719 Beckett Ave.
K. Falls, Or. 97603

Fee \$13.00

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on _____

19____, by _____

as _____

of _____

Notary Public for Oregon

My commission expires: _____

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 14th day of March, 1991, at 10:40 o'clock A.M., and recorded in book/reel/volume No. M91, on page 4588, or as fee/file/instrument/microfilm/reception No. 26930, Record of Mortgage of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By *Christine M. Mulender* Deputy