

32674

Vol m91 Page 15029

THIS MORTGAGE, Made this 17th day of July, 1991, by
Elwood H. Miller, Jr. and Rachel L. Miller

Mortgagor, to U.S. Department of the Interior, Bureau of Indian Affairs

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of (\$26,000.00) Twenty Six Thousand and 00/100-----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:

A part of Government Lot 8, Section 27, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at the intersection of the South line of Section 27, with the Westerly right of way line of Southern Pacific Railroad; thence Northerly on said right of way line 641.00 feet to the true point of beginning; thence Northerly on said Westerly right of way line 320.50 feet; thence West to the mean high water line of the Williamson River; thence Southerly along said water line to a point due West of the true point of beginning; thence East to the true point of beginning.

CODE 118 MAP 3407-27DD TL 400

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 \$26,000 promissory note, of which the following is a substantial copy:

See attached Promissory Note P00C1420027 and Consumer Credit Cost Disclosure, Note #1.

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: July 15, 2021

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 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 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.

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 any other purpose~~

Now, therefore, it 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 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 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.

NOTE: Bureau of Indian Affairs agrees to be second mortgagee behind Klamath First Federal Savings and Loan for Above described property.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Elwood H. Miller, Jr.

Elwood H. Miller, Jr.

*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.

Rachel L. Miller
 Rachel L. Miller

STATE OF OREGON,

County of Klamath

ss:

This instrument was acknowledged before me on July 17, 1991, by

Elwood H. Miller, Jr.

(SEAL) *Jana M. Walker*
 JANA M. WALKER
 NOTARY PUBLIC-OREGON
 My Commission Expires 1/5/94

Jana M. Walker
 Notary Public for Oregon
 My commission expires 1/5/94

MORTGAGE

(FORM No. 105A)

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

to

SPACE RESERVED
 FOR
 RECORDER'S USE

AFTER RECORDING RETURN TO
 Bureau of Indian Affairs
 Chiloquin Sub-Agency
 P.O. Box 360
 Chiloquin, Oregon 97624

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/microfilm/reception No. _____, Record of Mortgage of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

STATE OF OREGON,

County of

Klamath

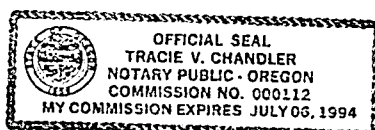
} ss.

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

BE IT REMEMBERED, That on this 31st day of July, 1991,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named RACHEL L. MILLER

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.



Tracie V. Chandler
Notary Public for Oregon.
My Commission expires 7-6-94

APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR COMMERCIAL DEBTS

The Federal Government is authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan.

- Report your delinquent account to a credit bureau.
- Assess additional interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the Government to service your account.
- Offset amounts owed to you under other Federal programs.
- Refer your debt to the Internal Revenue Service for offset against any amount owed to you as an income tax refund.
- Refer your account to a private collection agency to collect the amount due.
- Refer your account to the Department of Justice for litigation in the courts.

All of these actions can and will be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

Certification

I have read and I understand the actions the Federal Government can take in the event that I fail to meet my scheduled payments in accordance with the terms and conditions of my agreements.

Signed: Elwood Miller, Jr.

Signed: Rachel L. Miller

Date: 7-31-91

FORM 5-4742
January 1972

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

Division of Credit and Financing

15033

DISTRIBUTION: Original to
Bureau office for safekeep-
ing; and copies to Bureau
accounting office, borrower,
agency and others as required.

Agreement No.

Contract No.

P00C14200207

PROMISSORY NOTE FOR LOAN FROM THE REVOLVING FUND

\$ 26,000.00

Date: JUL 31 1991

For value received the undersigned promises to pay to the order of the United States at

Warm Springs Agency, Warm Springs, Oregon 97761
(Bureau Office) (Address)

the sum of Twenty six thousand and 00/100-----dollars

(\$ 26,000.00), with interest at 7-3/4 percent per annum payable annually from date of

advance until paid in full according to the following repayment schedule (on or before):

1st payment due 30 days from date of advance in the amount of \$187.26
(principal and interest) and due each consecutive date. Amortization
30 years with a 15 year call.

"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 OVER DUE 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 costs and other expenses incurred.

Presentment for payment and notice of nonpayment is hereby waived.

Attest: (Signature and Title)*	Name of Organization*
Elwood H. Miller	
Elwood H. Miller	Signature and Title*
Rachel L. Miller	Elwood Miller, Jr.
Rachel L. Miller	Rachel L. Miller

*Required only if borrower is a tribe, band, corporation, cooperative association or credit association.
Title not required if borrower is an individual(s) or a partnership.

CAUTION - Only original shall be signed; copies shall show signatures as "S/____".

15034

UNITED STATES
DEPARTMENT OF INTERIOR
Bureau of Indian Affairs
Division of Credit and Financing

Name:

Elwood Miller, Jr.

CONTRACT NO:

CF NO: NOTE #1

CONSUMER CREDIT COST DISCLOSURE & TRUTH IN LENDING

1. Date interest and finance charges begin _____
2. Proceeds of loan \$ 26,000.00
3. Charges (itemize) \$ _____
4. Amount financed (2 plus 3) \$ 26,000.00
5. FINANCE CHARGE Interest-- \$ 18,050.36
6. Total of payments \$ 44,050.36
7. ANNUAL PERCENTAGE RATE (True Simple Interest) 7-3/4%
8. Repayment Schedule (on or Before):

1st payment due 30 days from when funds are advanced in the amount of \$186.27 (principal and interest) and due each consecutive date.
Amortization 30 years with a 15 year call.

(Pursuant to the Federal DEBT COLLECTION ACT of 1982 there will be a late charge assessed to any payments not made on or before the due date at the rate set by the U.S. Treasury which is determined at the time of delinquency.)

9. Security for Loan:

Second position to the lender (Klamath Falls First Federal) on mortgage and/or deed of trust.

RECEIPT OF COPY ACKNOWLEDGED

Elwood H. Miller, Jr.
Borrower's signature Elwood Miller, Jr.
Rachel L. Miller
Rachel L. Miller

Date: 7-31-91

Bureau of Indian Affairs
Lender
Gregory C. Francis
Signature of Authorized Officer

Title: Field RepresentativeDate: JUL 31 1991

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 1st day
of Aug. A.D., 19 91 at 10:29 o'clock A.M., and duly recorded in Vol. M91,
of Mortgages on Page 15029.

FEE \$33.00

Evelyn Biehn . County Clerk
By Dan R. Anderson