

ON

41132

Vol. 192 Page 3298THIS MORTGAGE Made this
WILLIAM K. STEPPE

day of

, 19

by

Mortgagor, to HEPWORTH INVESTMENT CO.

Mortgagee,

(\$30,000.00)

WITNESSETH, That said mortgagor, in consideration of Thirty Thousand Dollars,to mortgagor 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:See Exhibit "A" attached hereto and thereby
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 B promissory note, of which the following is a substantial copy:

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: August 5, 1997

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 other 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.

92 FEB 19 PM 3 12

#2500

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.

William H. Steppe

* 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.

STATE OF OREGON,

County of *Klamath*

This instrument was acknowledged before me on *18, 1992* by *William H. Steppe*

NOTARY

PUBLIC

William H. Steppe
Notary Public for Oregon

My commission expires: *8-12-92*

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on _____, 19____, by _____

as _____

of _____

Notary Public for Oregon

My commission expires: _____

(SEAL)

MORTGAGE

(FORM No. 105A)

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

SPACE RESERVED FOR RECORDER'S USE

AFTER RECORDING RETURN TO

Patrick L. Kithredge
325 MAIN SUITE 201
KLAMATH FALLS, OR 97601

STATE OF OREGON

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ AM, 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

DESCRIPTION SHEET

3300

PARCEL 1

A tract of land situated in the N1/2 NE1/4 SW1/4 SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the Southerly line of the U.S.B.R. No. 1-C-3-B drain as described in Volume 99 at page 167, Klamath County deed records, and the centerline of Homedale Road, a county road, said point being South 00 degrees 26' 00" East 50.00 feet from the SE1/16 corner of said Section 11; thence South 00 degrees 26' 00" East, along the centerline of said Homedale Road, 73.40 feet; thence South 88 degrees 53' 24" West 30.00 feet to the Westerly right of way line of said line of said Homedale Road; thence continuing South 88 degrees 53' 24" West, along a chain link fence and it's extension, 150.00 feet; thence North 00 degrees 26' 00" West 78.82 feet to the Southerly line of said drain; thence along said drain South 89 degrees 23' 04" East 150.01 feet to the Westerly right of way line of said Homedale Road; thence continuing South 89 degrees 23' 04" East 30.01 feet to the point of beginning.

PARCEL 2

The N1/2 of the NE1/4 of the SW1/4 of the SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM the Southerly 125 feet thereof.

ALSO EXCEPTING THEREFROM a tract of land situated in the N1/2 NE1/4 SW1/4 SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the Southerly line of the U.S.B.R. No. 1-C-3-B drain as described in Volume 99 at page 167, Klamath County deed records, and the centerline of Homedale Road, a county road, said point being South 00 degrees 26' 00" East 50.00 feet from the SE1/16 corner of said Section 11; thence South 00 degrees 26' 00" East, along the centerline of said Homedale Road, 73.40 feet; thence South 88 degrees 53' 24" West 30.00 feet to the Westerly right of way line of said line of said Homedale Road; thence continuing South 88 degrees 53' 24" West, along a chain link fence and it's extension, 150.00 feet; thence North 00 degrees 26' 00" West 78.82 feet to the Southerly line of said drain; thence along said drain South 89 degrees 23' 04" East 150.01 feet to the Westerly right of way line of said Homedale Road; thence continuing South 89 degrees 23' 04" East 30.01 feet to the point of beginning.

EXHIBIT "A"

0088

3301

PROMISSORY NOTE

\$30,000.00

Dated: Feb 6, 1992

FOR VALUE RECEIVED. I promise to pay to the order of HEPWORTH INVESTMENT CO., 853 N. Butte, Willows, California 95988, or at such other place as the holder may for time to time designate in writing, the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) in lawful money of the United States, with interest thereon at the rate of TWELVE (12) percent per annum from this date until paid, to be paid as follows: interest only in the sum of THREE HUNDRED (\$300.00) DOLLARS per month to be paid each month on the 10th day of said month beginning the month following the date of this note, and continuing each month for 66 months. The principal sum of \$30,000.00 shall be due and payable on Aug 6, 1997. If any interest payment or the final principal payment is not so paid the whole sum of principal and interest shall become immediately due and collectible at the option of the holder of this note. In case suit or action is instituted to collect this note, I promise to pay such additional sum as the trial court may adjudge reasonable as attorney fees in said suit or action, and any appellate court upon appeal of such suit or action.

This obligation is secured by a real estate mortgage of even date herewith, and is subject to all of the terms and conditions of such mortgage or trust deed.


 BILL K. STEPPE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Patrick Kittredge the 18th day
 of Feb. A.D., 19 92 at 3:12 o'clock P M., and duly recorded in Vol. M92,
 of Mortgages on Page 3298.

FEE \$25.00

Evelyn Biehn County Clerk

By Pauline Mullens