

ON 59497 93 APR 6 PM 2 15

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THIS MORTGAGE Made this 5th day of April 1993 by  
Connie Elaine Hackman, aka Connie Elaine Mogle

Mortgagor, to William Michael Hackman

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Three Thousand Dollars (\$3,000)

Dollars,  
to mortgagor paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, mort-  
gagee's heirs, executors, administrators and assigns, that certain real property situated in Klamath  
County, State of Oregon, bounded and described as follows, to-wit:The East 1/2 Northeast 1/4 Northeast 1/4 of Section 35,  
Township 34 South, Range 8 East, Willamette Meridian,  
Klamath County, Oregon

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, mort-  
gagee's heirs, executors, administrators and assigns forever.

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

See attached Exhibit "A"

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, 1995, or sale of property, whichever occurs first.

And said mortgagor covenants to and with the mortgagee, mortgagee's heirs, executors, administrators and assigns, that mort-  
gagor 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 pay-  
able 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 mort-  
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-  
gagee 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  
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.

*Connie Elaine Hackman Mogle*  
 Connie Elaine Hackman, aka Connie Elaine Mogle

\* 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 *April 5*, 19*93*, by

*Connie Elaine Hackman, aka*  
*Connie Elaine Mogle*

*Notary Public for Oregon*

(SEAL)

My commission expires: *5-23-94*

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

CONNIE ELAINE HACKMAN aka  
 CONNIE ELAINE MOGLE

to

WILLIAM MICHAEL HACKMAN

AFTER RECORDING RETURN TO

Gary L. Hedlund  
 303 Pine St  
 Klamath Falls, Or. 97601

SPACE RESERVED  
 FOR  
 RECORDER'S USE

STATE OF OREGON

County of \_\_\_\_\_

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

PROMISSORY NOTE\$3,000April 5, 1993  
Klamath Falls, Oregon

For value received, CONNIE ELAINE HACKMAN, aka CONNIE ELAINE MOGLE, hereby promises to pay to the order of WILLIAM MICHAEL HACKMAN, at 330 Martin Street, Klamath Falls, Oregon, the principal sum of Three Thousand and NO/100 dollars (\$3,000.00), on or before the 15th day of March, 1995, or upon the sale of that real property owned by me near Chiloquin, Klamath County, Oregon, whichever should occur first. If this note is placed in the hands of an attorney for collection, I promise and agree to pay the reasonable collection costs, and if suit or action is filed hereon, I further promise to pay holder's reasonable attorney fees to be fixed by the trial court, and if any appeal is taken from any decision of the trial court, such further sums may be fixed by the Appellate Court.

Connie Elaine Hackman Mogle  
CONNIE ELAINE HACKMAN, aka  
CONNIE ELAINE MOGLE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Gary L. Hedlund the 6th day  
of April A.D., 19 93 at 2:15 o'clock P M., and duly recorded in Vol. M93  
of Mortgages on Page 6980

Evelyn Biehn - County Clerk  
By Ruth M. Mendenhall

FEE \$20.00

Exhibit A