

OOT 71853

MTC 2786-MV61 m93 Page 31246

THIS MORTGAGE, Made this 19 day of August, 19 93, by  
 Karen M. Ray and William E. Ray, Sr.

Mortgagor, to The United States of America, Bureau of Indian Affairs

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of One Hundred Twelve Thousand Eighty and 32/100 Dollars,  
 to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, ex-  
 ecutors, administrators and assigns, that certain real property situated in Klamath County,  
 State of Oregon, bounded and described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

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 a promissory note, of which the following is a substantial copy:

For value received the undersigned promises to pay to the order of the United States Bureau of Indian Affairs, at Warm Springs Agency, P.O. Box 1239, Warm Springs, Oregon 97761-1239, the sum of One Hundred Twelve Thousand Eighty and 32/100-----Dollars (\$112,080.32), 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):

15 annual payments of \$12,661.31 (includes principal and interest), with the first payment beginning on May 15, 1990, until the loan is paid in full.

"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. The charge will accrue until payment is received even though the rate will change quarterly."

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:

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.

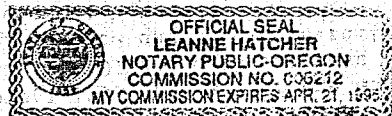
RETURN: BUREAU OF INDIAN AFFAIRS, CHILQUIN SUB - AGENCY P.O. BOX 360, CHILQUIN, OR 97624

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 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 decrees.

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. If the undersigned is a corporation, it has caused its name to be signed and seal attixed by its officers, duly authorized thereto by order of its board of directors.



IN WITNESS WHEREOF, said mortgagor has hereunto set his hand 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. 1318, or equivalent.

Karen M. ~~Ray~~

William E. Ray, Sr.

STATE OF OREGON, } ss.  
County of Klamath }

This instrument was acknowledged before me on  
19 93, by Karen M.  
Ray and William E. Ray, Sr.

(SEAL) *Leanne Nakhus*  
Notary Public for Oregon  
My commission expires: 4-21-1995

STATE OF OREGON, )  
County of \_\_\_\_\_ ) ss.

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

**Notary Public for Oregon**

**My commission expires:**

## (FORM No. 105A)

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

to

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

STATE OF OREGON

County of \_\_\_\_\_ } 98

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

Bv

**Deputy**

**EXHIBIT "A"**  
**Legal Description**

The following parcels being a portion of the NE1/4 of Section 7 Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

**PARCEL 1**

Beginning at the Northeast corner of Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, which is also the Northeast corner of Lot 1 in said Section 7; thence West along the North line of Lots 1 and 2 of said Section 7 a distance of 1,596.5 feet; thence South 834.8 feet; thence East 1,596.5 feet to the East line of Lot 2 of said Section 7; thence North 834.5 feet along the East line of said Lots 6 and 1 of said Section 7 to the point of beginning.

**PARCEL 2**

ALSO beginning at a point 208.7 feet South and 417.4 feet East of the Northwest corner of Lot 2 in Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being the Northeast corner of Tract heretofore sold to Samuel E. Ray; thence East 626.1 feet; thence South 626.1 feet; thence West 626.1 feet to the Southeast corner of tract heretofore sold to Andy N. Kauble; thence North 626.1 feet to the point of beginning.

**PARCEL 3**

A parcel of land situate in Lot 2, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the quarter corner on the North line of said Section, being the Northwest corner of said lot 2; thence East along the section line a distance of 1043.5 feet; thence South and parallel to the West line of the section 208.7 feet; thence West and parallel to the North line of the section 1043.5 feet; thence North along the West line of section 208.7 feet to the point of beginning.

**PARCEL 4**

Beginning at a point on the West line of Lot 2, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, which point is a distance of 208.7 feet, more or less, South from the Northwest corner of the said Lot 2; thence South along the West line of said Lot 2 a distance of 417.4 feet, more or less; thence East 417.4 feet, more or less; thence North 417.4 feet, more or less; thence West 417.4 feet, more or less, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 26th day  
of November A.D., 19 93 at 10:19 o'clock A M., and duly recorded in Vol. M93  
of Mortgages on Page 31246

Evelyn Biehn County Clerk  
By Annette Mueller

FEE \$20.00