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Vol. 94 Page 4565

WITNESSETH, That Newman Enterprises, Inc.

Three Hundred Thousand and no/100 mortgage, in consideration of Dollars (\$ 300,000.00),
 to mortgagor paid, does hereby grant, bargain, sell and convey unto Diamond Newman, Douglas D. Newman and
Diamond D. Newman, each as to a one-third interest mortgagee, the following described premises situated
 in Klamath County, State of Oregon, to-wit:

Township 38 South, Range 11W East of the Willamette Meridian, Klamath
County, Oregon

Section 35: SW SW/4

Township 39 South, Range 11W East of the Willamette Meridian, Klamath
County, Oregon

Section 2: Lots 1, 2, 3 & 4, SE 1/4 NE 1/4 SW 1/4 NE 1/4 SW 1/4 and SW 1/4

Section 3: SW 1/4 NW 1/4 and SW 1/4 of Lots 1 and 2

Section 4: SW 1/4 NW 1/4 and SW 1/4 of Lots 1 and 2

Section 9: NW 1/4 NE 1/4 and SE 1/4

Section 10: NW 1/4 NW 1/4, SW 1/4 NW 1/4, and SW 1/4

Section 11: NW 1/4 NW 1/4, SW 1/4 NW 1/4, and SW 1/4

Section 12: NW 1/4 NW 1/4, SW 1/4 NW 1/4, and SW 1/4

Section 13: NW 1/4 NW 1/4, SW 1/4 NW 1/4, and SW 1/4

Section 14: NW 1/4 NW 1/4, SW 1/4 NW 1/4, and SW 1/4

Section 15: NW 1/4 NW 1/4, SW 1/4 NW 1/4, and SW 1/4

Together with the tenements, hereditaments and appurtenances thereto belonging, or in any way appertaining, and to have and to hold the premises with the appurtenances, unto the mortgagee, and mortgagee's heirs and assigns forever. This mortgage is intended to secure the payment of one (or more) promissory note(s), in substantially the following form(s):

300,000.00 Dollars, after date, Newman Enterprises, Inc. January 19, 1994, promises to pay to the order of Diamond Newman, Douglas D. Newman & Diamond D. Newman Three Hundred Thousand and no/100 8 percent per annum from on demand until paid; interest to be paid on demand. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof; and if a suit or an action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Newman Enterprises, Inc.

MORTGAGE

Newman Enterprises, Inc.

Diamond Newman, Douglas D. Newman
 and Diamond D. Newman

After recording return to (Name, Address, Zip):

James E. McCobb

Hampton Bolliger & McCobb

1600 SW Cedar Hills Blvd #108

Portland OR 97225

STATE OF OREGON,

County of CLATSOP

I certify that the within instrument was received for record on the 19 day of January, 1994, at 10 o'clock AM, and recorded in book/reel/volume No. 1200 on page 4565 and/or as fee/file/instrument/microfilm/reception No. 1200

Record of Deeds of said County.

Witness my hand and seal of County affixed:

By James E. McCobb NAME 1200 TITLE Deputy

4566

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: ON DEMAND, 19__

The mortgagor warrants that the proceeds of the loan represented by the note(s) and this mortgage are:

- (a) * primarily for mortgagor's personal, family or household purposes (see Important Notice below), or
(b) for an organization or (even if mortgagor is a natural person) for business or commercial purposes.

Now, if the sum of money due upon the note(s) and this mortgage shall be paid according to the agreement herein expressed, this conveyance shall be void. In case default shall be made in payment of the principal or interest or any part thereof as above provided, then the mortgagee or mortgagee's personal representatives, successors or assigns may foreclose the mortgage and sell the premises with each and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the principal, interest, attorney's fees, and costs as provided in the note(s), together with the costs and charges of making such sale and the surplus, if there be any, pay over to the person(s) entitled thereto, as such interest(s) may appear.

In the event any suit or action to foreclose this mortgage is commenced, the losing party therein agrees to pay the attorney fees, costs and disbursements of the prevailing party, including statutory costs and disbursements and costs of title report(s) and/or title search. If any appeal is taken from any judgment or decree entered pursuant to such suit or action, the losing party on appeal therein promises to pay the attorney fees, costs and disbursements, including all statutory costs and disbursements, of the prevailing party. To the extent permitted by law, all such sums shall be and are secured by the lien of this mortgage and shall be included in the judgment or decree of foreclosure.

Dated 1/19 1994

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. 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 No. 1319 or equivalent. For this purpose, use Stevens-Ness Form No. 1319 or equivalent.

Stanley D. Newman
VICE PRESIDENT

STATE OF OREGON, County of KLAMATH
This instrument was acknowledged before me on JANUARY 19, 1994, by NEWMAN



[Signature]
Notary Public for Oregon
My commission expires 11-03-96

STATE OF OREGON, County of KLAMATH
This instrument was acknowledged before me on 1/19, 1994, by NEWMAN

[Signature]
Notary Public for Oregon
My Commission Expires 11-03-96

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of James E. McCobb
of Feb A.D. 19 94 at 3:58 o'clock P M., and duly recorded in Vol. M94
of Mortgages on Page 4565

FEE \$15.00

Evelyn Biehn, County Clerk
By Doreen M. Henderson