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*WITNESSETH, That* Newman Enterprises, Inc.

Three Hundred Thousand and no/100 dollars (\$300,000.00), to mortgagor, in consideration of 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 mortgagor, the following described premises situated in Klamath County, State of Oregon, to-wit:

Township 38 South, Range 11 $\frac{1}{2}$  East of the Willamette Meridian, Klamath County, Oregon

Section 35: S14 SW $\frac{1}{4}$

Township 39 South, Range 11 $\frac{1}{2}$  East of the Willamette Meridian, Klamath County, Oregon

Section 2: Lots 1, 2, 3 & 4, SE $\frac{1}{4}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$  and SE $\frac{1}{4}$

Section 3: S14 SW $\frac{1}{4}$  NW $\frac{1}{4}$  and S14 of Lots 1 and 2

Section 4: S14 SE $\frac{1}{4}$  NW $\frac{1}{4}$  and S14 SW $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$  NE $\frac{1}{4}$  and SE $\frac{1}{4}$

Section 10: NW $\frac{1}{4}$  NW $\frac{1}{4}$ , E14 E14 NW $\frac{1}{4}$ , and SW $\frac{1}{4}$

Section 12: NW $\frac{1}{4}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$  and SE $\frac{1}{4}$  SW $\frac{1}{4}$

Section 14: NW $\frac{1}{4}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  and NE $\frac{1}{4}$  SW $\frac{1}{4}$

Section 15: NW $\frac{1}{4}$  NW $\frac{1}{4}$  SW $\frac{1}{4}$  and NE $\frac{1}{4}$  SW $\frac{1}{4}$

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):

DA WITNESS THAT I, the undersigned, the holder of the above described premises, do hereby promise to pay to the order of Diamond Newman, Douglas D. Newman, January 19, 1994, promissory note(s) in the amount of \$300,000.00, or less or more, at my option, at or before date, January 19, 1994, plus interest thereon from time to time accrued, at the rate of 8 percent per annum from

on demand until paid; interest to be paid

if this note is placed in the hands of an attorney for collection, I will 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, 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.

if this note is placed in the hands of an attorney for collection, I will 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, 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. James E. McCobb Douglas D. Newman Diamond D. Newman

MORTGAGE

STATE OF OREGON, COUNTY OF Klamath, REC'D. 1/19/94  
County of Klamath, REC'D. 1/19/94  
I certify that the within instrument was received for record on the 19 day of January, 1994, at o'clock M., and recorded in book/reel/volume No. 10 on page 10, and/or as fee/file/instrument/microfilm/reception No. 10.

Record of Deeds of said County.

Witness my hand and seal of County affixed: James E. McCobb

NAME James E. McCobb TITLE Deputy  
By James E. McCobb

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

James E. McCobb, DOB 12/12/64  
Hampton Bolliger & McCobb  
1600 SW Cedar Hills Blvd #108  
Portland OR 97225

3/5

4566

LODGING OF DEED  
1993 24 OCTOBER 1993 BY THE STAG ATRR

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.

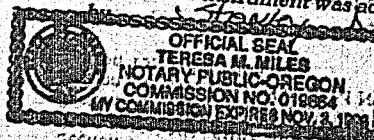
Now, if the sum of money due upon the note(s) and this mortgage shall be paid according to the agreement herein expressed, this conveyance shall be void. In case default shall be made in payment of the principal or interest or any part thereof as above provided, then the mortgagee or mortgagee's personal 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 1/19/94, 1994

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is Inapplicable. If warranty (a) is applicable, and if the mortgagor 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.

Stanley D. Newman  
PICK PRESIDENT



My commission expires 11-13-94  
Notary Public for Oregon

STATE OF OREGON, County of Klamath ss.  
This instrument was acknowledged before me on JANUARY 19, 1994,

1994, by

James E. McCobb

Case No. 100-2000-5-317-224

2000-32-2H2M2

Court: Oregon

1994-32-Court: State: NY 5-317-224

Notary Public for Oregon  
My Commission Expires

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of James E. McCobb the 9th day  
of Feb A.D. 19 94 at 3:58 o'clock P.M., and duly recorded in Vol. M94  
Fee \$15.00 of Mortgagor on Page 4565  
Evelyn Biehn County Clerk  
By Deanne McMillan