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Vol. m94 Page 22532

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THIS MORTGAGE, Made this 22 day of JULY, 1994,
 between DEDICACION RAVAGO AND TOMIX G. RAVAGO,
 as mortgagor, and MARJORIE A. BERGER, as mortgagee,

WITNESSETH, That the mortgagor in consideration of FIVE THOUSAND Dollars (\$5,000.00),
 to mortgagor paid by the mortgagee, does hereby grant, bargain, sell and convey unto the mortgagee and mortgagee's
 personal representatives, successors and assigns, that certain real property situated in KLAMATH County,
 State of Oregon, bounded and described as follows, to-wit:

LOT 5 IN BLOCK 22, FIRST ADDITION TO THE CITY OF
 KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT
 THEREOF ON FILE IN THE OFFICE OF THE COUNTY
 CLERK OF KLAMATH COUNTY, OREGON

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way
 appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and
 any and all fixtures upon the 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 premises with the appurtenances unto the mortgagee and the mortgagee's
 personal representatives, successors and assigns forever.

This mortgage is intended to secure the payment of one (or more) promissory note(s), in substantially the
 following form(s):

1. NOTE DATED JULY 22, 1994 FOR FIVE THOUSAND DOLLARS
 \$5000.00 AND INTEREST THEREON AT THE RATE OF
 10% TEN PERCENT PER ANNUM FROM JULY 22, 1994 TO
 JULY 1, 1995 OR UNTIL PAID.

2 THE FIRST MORTGAGE BETWEEN SUSAN PEPPE THOMPSON
 AND MARK W. TOMIX RAVAGO DATED 12/7/92 ON
 THE ABOVE STATED PROPERTY WILL BE PAID WITHIN 30
 DAYS OF THIS DATE, AND THIS MORTGAGE WILL THEN
 BE THE FIRST MORTGAGE ON THIS PROPERTY

SECOND MORTGAGE

TO

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

MARJORIE BERGER
 488 HUNLAND DRIVE
 SANTA ROSA CA 95401

SPACE RESERVED
FOR
RECORDER'S USESTATE OF OREGON,
County of _____ } ss.

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
 _____ and/or as fee/file/instru-
 ment/microfilm/reception No. _____,
 Record of Mortgage of said County.

Witness my hand and seal of
 County affixed.

By _____ NAME _____ TITLE _____
 Deputy

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: JULY 1, 1995

This 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 (c) for a mortgagor who is a natural person for business or commercial purposes.~~

This mortgage is inferior, secondary and subject to a prior mortgage on the premises, between Susan Papae
Thompson and W. R. T. W. R. S.
Jamie A. Ravago, dated 12/7/92,
1992, and recorded in the mortgage records of the above-named county in book/reel/volume No. W 92, at page 25859
thereof, and/or as fee/file/instrument/microfilm/reception No. 1306230, (indicate which), reference to that prior mortgage and those
mortgage records hereby being made. That first mortgage was given to secure a note for the principal sum of \$7000. The
unpaid principal balance thereof on the date of the execution of this mortgage is \$7000 and no more. Interest thereon is
paid to July 1, 1994. That prior mortgage and the obligations secured thereby are hereinafter referred to as "first
mortgage."

This mortgage is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly
entered into by the mortgagor, to-wit:

Mortgagor is lawfully seized of the premises, and the same are free from all encumbrances, except the first mortgage, and except (if
no further exceptions, so state) NONE
and mortgagor will warrant and defend the same against the claims and demands of all persons whomsoever.

Mortgagor will do and perform all things required of mortgagor and pay all obligations due or to become due under the terms of the
first mortgage as well as the note(s) thereby secured and secured hereby, principal and interest, according to the terms thereof.

Mortgagor will pay the promissory note(s) and all installments of interest thereon promptly as the same become due, according to the
tenor of the note(s).

So long as this mortgage remains in force, mortgagor will pay all taxes, assessments, and other charges of every nature levied or
assessed upon or against the premises when due and payable, according to law, and before the same become delinquent, and will also pay
all taxes levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other
encumbrances that, by operation of law or otherwise, become a lien upon the mortgaged premises superior to the lien of this mortgage.

Mortgagor will keep the improvements erected on the premises in good order and repair and will not commit or suffer any waste of
the 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(s), as well as the cost of any lien search made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

So long as this mortgage shall remain in force, mortgagor will keep the buildings now erected, or any which may hereafter be erected
on the premises, insured against loss or damage by fire, with extended coverage, to the extent of \$ in some company or
companies acceptable to the mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver all the
policies and renewals thereof to the mortgagee.

NOW, THEREFORE, if the mortgagor shall pay the promissory note(s) and shall fully satisfy and comply with the covenants here-
inbefore set forth, then this conveyance shall be void, but otherwise it shall remain in full force and virtue as a mortgage to secure the
payment of the promissory note(s) in accordance with the terms thereof and the performance of the covenants and agreements herein con-
tained. Any failure to make any of the payments provided for in the note(s) or this mortgage when the same shall become due or payable,
or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on the note(s), or
unpaid thereon or on this mortgage, at once due and payable, and this mortgage by reason thereof may be foreclosed at any time there-
after. If the mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the
mortgagee shall have the option to pay the same. Any payment so made shall be added to and become a part of the debt secured by this
mortgage, and draw interest at the same rate as the note(s) without waiver, however, of any right arising from breach of any of the
covenants herein. Time is of the essence with respect to all sums due hereunder, and the promissory note(s).

In case a suit or action is brought to foreclose this mortgage, the court may, upon motion of the holders of the mortgage, without
respect to the condition of the property, appoint a receiver to collect the rents and profits arising out of the premises and direct the
receiver to apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper
charges and expenses of the receivership, including a reasonable charge for attorney fees.

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.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of, and bind the personal repre-
sentatives, successors and/or assigns of the mortgagor and of the mortgagee respectively.

In construing this mortgage and related note(s), it is understood that the mortgagor or mortgagee may be more than one person.
If the context so requires, the singular shall be taken to mean and include the plural. Generally, all grammatical changes shall be made,
assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the mortgagor has executed this instrument the day and year first above written.
If the mortgagor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or
other person duly authorized to do so by order of its board of directors.

State of California)s.s.
City of San Francisco)

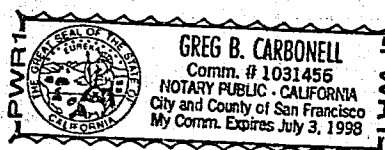
x Tommy Ravago
x Dedicacion A. Ravago

On July 22, 1994 before me, the undersigned, a Notary Public, personally appeared Tomix
Ravago and Dedicacion Ravago, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/ are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies) and that by his/her/ their signature(s) on the instrument the person or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Greg B. Carbonell



(Seal)

Greg B. Carbonell, Notary Public

Commission expires July 03, 1998

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Marjorie Berger the 25th day
of July A.D., 19 94 at 10:54 o'clock A M., and duly recorded in Vol. M94,
of Mortgages on Page 22532.

FEE \$20.00

Evelyn Biehn • County Clerk

By Dorothy Miller