#### MORTGAGE

# MTC1396,7790

THIS MORTGAGE, made this 9th day of May , 1996, by HARRY L. MAUCH and CAROL E. MAUCH, Mortgagor, to LLOYD H. MORRIS, or upon his death to WILLIAM HOWARD MORRIS, Mortgagee,

#### WITNESSETH:

That said Mortgagor, in consideration of forty thousand and no/100 dollars (\$40,000.00), to him paid by said Mortgagee, does hereby grant, bargain, sell and convey unto said Mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

## As described on Exhibit 1 attached hereto

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise 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, a copy of which is Exhibit 2 attached hereto.

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: September 1, 2024.

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

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UPON RECORDING RETURN TC: AMERITITLE-COLLECTION #32857 222 S SIXTH STREET KLAMATH FALLS OR 97601

of every nature which may be levied or assessed against said property, or if this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will 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 building 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 15 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; the Mortgagor shall construct and maintain a 6 foot chainlink fence topped by three strands of barbed wire around the perimeter of the property; 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.

The Mortgagor warrants that the proceeds of the loan represented by the above described note and mortgage 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, 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

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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 sum 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 cut 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.

This mort gage secures the promissory note of even date and it is not intended that the mortgage dated May 17, 1994, and rescarded as M94, Page 20091, Klamath County Records, merge with this mortgage.

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IN WITNESS WHEREOR	
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IN WITNESS WHEREOF, said Mortgagor has hereun the day and year first above written	to set his hand
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Harry L. Mauch	
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STATE OF OREGON ) Carol R. Mauch	
County of Klamath ) ss.	
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KLAMATH FALLS OR 97601	
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County of Klamath)	h
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#### EXHIBIT LEGAL DESCRIPTION

#### PARCEL 1

TRACT 95, PLEASANT HOME TRACT NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

### PARCEL 2

Beginning at an iron pin on the North right of way line of the Klamath Falls-Lakeview Highway which lies North 0 degrees 55' West a distance of 30 feet and North 89 degrees 21' East along the Northerly right of way line of the Klamath Palls-Lakeview Highway a distance East along the Northerly right of way line of the Klamath Palls-Lakeview Highway a distance of 402.6 feet from the iron pin which marks the center of Section 2, Township 39 South, Range 9 East of the Williamette Meridian in Klamath County, Oregon and running thence: Continuing North 89 degrees 21' East along the North County, Oregon and running thence: Palls-Lakeview Highway a distance of 99.8 feet to an iron pin; thence North 0 degrees 59' East a distance of 189.4 feet to an iron pin which lies on the South line of Pleasant Home Tracts No. 2; thence South 89 degrees 21' West along the South line of Pleasant Home Tracts No. 2 and parallel to the center line of the Klamath Falls-Lakeview Highway a distance of 99.8 feet to an iron pin; thence South 0 degrees 59' East a distance of 189.4 feet, more or less, to the point of beginning, and being a portion of the SW1/4 of NE1/4, Oregon. EXCEPTING THEREFROM that packel conveyed to the State of Oregon, by and through 293, and recorded June 29, 1973 in Volume M73 at page 8322, all Deed Records of Klamath County, Oregon.

## PARCEL 3

Beginning at an iron pin on the Northerly right of way line of the Klamath Falls-Lakeview Highway, which lies North 0 degrees 55' West a distance of 30 feet and North 89 degrees 21' of 502.4 feet from the iron point which marks the center of Section 2, Township 39 South, Range 9 Fast of the Willamette Meridian, in Klamath County, Oregon, and running thence: Continuing North 89 degrees 21' East along the Northerly right of way line of the Klamath a distance of 189.4 feet to a point which lies on the South line of Pleasant Home Tracts No. 2; thence South 89 degrees 21' West along the South line of Pleasant Home Tracts No. 2 and parallel to the centerline of the Klamath alls-Lakeview Highway a distance of 100 feet to an iron pin; thence South 0 degrees 59' East a distance of 189.4 feet, more or Oregon by and through its State Highway Commission by instruments recorded August 13, 1964 Records of Klamath County, Oregon.

STATI	E OF OREGON: CO	OUNTY OF KLAMATH: ss.	•	
Filed f	for record at request May	A 72 - 10 O/	the	day
FEE	\$30.00		By Bernetha G. Letsch, County Clerk	-

#### OREGON HEALTH DIVISION ORECENTACIONE WHAT IN INVINCES HEALTH DI VISION 200087 CENTER FOR HEALTH STATISTICS 136 108 Local File Number CERTIFICATE OF DEATH State File Number DECEDENT'S FAST Olga DATE OF DEATH (Worth, Day, Year) SOCIAL SECURITY NUMBER SE ACICLES BANDAY BR IDSHAW Female February 29, 1996 Sc. Under 1 Day 6 Br 7 CATE OF BIRTH (Month, Day, Year) Modec Co, CA US ARMED FORCES? June 29, 1915 DICIDINI 94. PLACE OF DEATH (Check only pine) 1995/77AL. ☐ Inpatient ☐ ERVO-ripationt ☐ DOA ☐ HEIL BI Nursing Home ☐ Decedent's Home ☐ Other (Specify) 9b. FACILITY NAME (If not institution, give street and number) BC. CITY, TOWN, OR LOCATION OF DEATH Plum Ridge Care Center 94 COUNTY OF DEATH PTUM KTUBE 10a CECEPATION Working life Klamath Falls 100 KIND OF BUSINESSINDUST IY 11. MARITAL STATUS - Married, 112. SPOUSE III Manied, Widowell, Navor Married, Widowell, Ovorced (Specify) (Give kind of work & Do not use retired.) **Farmer** Agriculture Widowed ILL RESIDENCE - STATE James A. 13h COUNTY 13c. CITY, TOWN OR LOCATION 13d STREET AND NUMBER Oregon Klamath Malin 26421 Micka Road 13e. (NSIDE CIT 14. WAS DECEDENT OF HISPANIC ORIGINI (Specily No or Yes - If yes, specify Cuban, Maxican, Puerio Rican, etc.) (25No Yes 131. ZIP CODE 16 DECEDENT'S EDUCATION (Specify only highest grade comple □ Yes 12 No 97632 entary/Secondary (0-12) College (1.4 or 5+) White 17. FATHER - NAME PAPENTS 18. MOTHER - NAME first Felix Kunz Marie Piegrinek Kathryn G. Moore, niece 20a. METHOD OF DISPOSITION (I Maunoleum 206 PLACE OF DISPOSITION (Nai ve of cemetery, crematory, or other place) DISPOSITION 20c. LOCATION - City or Yours, State Burial □ Cremetion □ Removal from State Donation Dotter (Specify) Malin Community Cemetery Malin, OR 97632 22 NAME ADDRESS AND ZIP OF FACILITY DEVENDOR'S Chapel 216 LICENSE NU ABER of the Good Shepherd, 6420 So. 6th St., FS-0124 Klamath Falls, Oregon 97603-7194 PIGISTRAR MAR 05/1996 24 RECUSTRAR'S SIGNATURE 25 THO HOSPITAL REPRESENTATIVE MAPE REQUEST FOR ANATOMICAL GIFT CONSEN **□YES** N/A TO BE COMPLETED BY CERTIFYING PHYSICIAN 27 TIME OF DEATH TO BE COMPLETED ONLY BY MEDICAL EXAMINER 28 WAS MEDICAL EXAMINER NOTIFIED? 31a. TIME OF DEATH 31b DATE PRONOUNCED DEAD (Month, Day, Yea 1915 Clyes OS N 32. On the basis of examination and/or investigation in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated. CIRTUIER 33 DATE SIGNED (Month, Day, Year) 34. NAME, TITLE, ADDRESS AND ZIP OF CERTIFIERMEDICAL EXAMINER (Type or Print) Robert N. Edwards, MD, 4509 South 6th St., Suite #311, Klamath Falls, OR 97603 35. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) CONDITIONS IF ANY WHICH GAVE RISE TO HAMEDIATE CAUSE STATING THE David H. Panossian, MD, 2628 Daggett Averue, Klamath Falls, OR 97601 36 IMMAT DIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) Do not e PANT Chronic Renal Failure Interval between onset and death MONTHS UNDERLYING CAUSE LAST DIE TO, OR AS A CONSEQUENCE OF ntervat between onset ind death DUE TO, OR AS A CONSEQUENCE OF CAUSE OTHER SIGNIFICANT CONDITIONS -Conditions contributing to death but not n 38, AUTOPSY 39. If YES were findings considere in determining cause of death? Did tobacco use contribute Pulmonary Fibrosis O Yes 40. MANNER OF DEATH OC No D Unknown Ores 10 110 418 DATE OF INJURY 416 DESCRIBE HOW MIJURY OCCURRED DA Decident Dundetermined Dres Si No Däwicide Chomicide C Legal et, factory, office 411. LUCATION (Street and Number or Rural Route Number, City or Town, State) ESERVED FOR REGISTRAR'S USE I CERTIFY THAT THIS IS A TRIJE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON STATE HEALTH DIVISION. MAR 0 5 1996 DATE ISSUED EDWARD & JOHNSON I STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of \_ Jerry M Molatore Attorney At Law

A.D., 19 96 at 2:39 o'clock P.M., and duly recorded in Vol. M96 of <u>Deeds</u> \_\_ on Page \_\_<u>13326</u> Bernetha G. Letsch, County Clerk \$10.00 Return: Jerry Molatore

426 Main Street

 $B_{y}$   $\subseteq$ 

Klamath Falls, Oregon 97601