

THIS MORTGAGE, Made this 30th day of July, 1965, between Joe McAuliffe Co., a Corporation, duly organized and existing under the laws of the State of Oregon, hereinafter called the mortgagor, and Nora McAuliffe and Joseph Christopher McAuliffe, hereinafter called the mortgagee, Trustees under Last Will and Testament of John Patrick McAuliffe, deceased, **WITNESSETH**, That said mortgagor, in consideration of Sixty-Eight Thousand and 00/100 Dollars, to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators, successors and/or assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows: SE $\frac{1}{4}$ of NW $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$, and SE $\frac{1}{4}$ of Sec. 21; W $\frac{1}{2}$ of SW $\frac{1}{4}$ and Lot 4 of Sec. 22, all in Twp. 33 South, Range 7 $\frac{1}{2}$ E.W.N.;

Also, beginning at the quarter section corner common to and between Sections 21 and 22, Twp. 33 S., R. 7 $\frac{1}{2}$ E.W.N., at a stone, thence running Easterly a distance of 980 feet to the point of beginning of the description of the parcel herein conveyed; thence from said point of beginning North 413 feet; thence East to Wood River; thence Southeasterly along Wood River to a point which is the Northeast corner of what was formerly Lot 1 of Block 19 of Hessig's Addition to the Town of Fort Klamath, Oregon; thence South 308 feet to the South line of what was formerly Ninth Street; thence Westerly 390 feet, more or less, to the point of beginning. Reserving a road 50 feet wide along Wood River from the Southeast corner of Lot 1 of Block 19 of what was formerly Hessig's Addition to the Town of Fort Klamath, Oregon, to the East boundary of what was formerly Block 19 of said Addition. Excepting from last described tract that portion conveyed to J.R. Cooper by deed recorded on page 241 of Vol. 78 of Deeds, described as follows: Beginning at a point 1320 feet East of the quarter section corner common to Sections 21 and 22, Twp. 33 S., R. 7 $\frac{1}{2}$ E.W.N., thence East 50 feet; thence North 308 feet, more or less, to Wood River; thence in a Northwesterly direction along Wood River to a point directly North of the place of beginning; thence South to the place of beginning. Also Lots 1, 2, 3, 4, 5, 6 and 7 and Southwest quarter of Southwest quarter of Sec. 27, and NE $\frac{1}{4}$ of Sec. 28, all in Twp. 33 S., R. 7 $\frac{1}{2}$ E.W.N. NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 22, Twp. 30 S., R. 8 E.W.N.

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, successors and/or assigns forever.

This mortgage is intended to secure the payment of one promissory note of which the following is a substantial copy:

\$ 68,000.00 Klamath Falls, Oregon July 30, 1965
Ten years after date, the undersigned corporation promises to pay to the order of Nora McAuliffe and Joseph Christopher McAuliffe, Trustees under Last Will and Testament of John Patrick McAuliffe, deceased Klamath Falls, Oregon Sixty-Eight Thousand and 00/100 - - - - DOLLARS, with interest thereon at the rate of five percent per annum from August 1, 1965 until paid. Interest to be paid Nov. 1 of each year and if not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fee 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.

JOE MCAULIFFE CO.

By JOSEPH C. MCAULIFFE
President

By MARGARET S. WHELAN
Secretary

No.

FORM No. 71—NOTE—CORPORATION (Oregon UCC). SC

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators, successors and/or assigns, that it 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 it will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) remain(s) unpaid it 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(s) above described, when due and payable and before the same may become delinquent; that it 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 it will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$100,000.00 in such company or companies as the mortgagee may designate, and will have all policies of insurance on said premises made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that it will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) according to its (their) 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(s); it being agreed that a failure to perform any covenant hereof, or if 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(s) 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 secured by this mortgage, and shall bear interest at the same rate as said note(s) without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and ever, of any right arising to the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the 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 mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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.

IN WITNESS WHEREOF, Joe McAuliffe Co., pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 30th day of July, 1965,

Executed in the Presence of

Joe McAuliffe Co.
By Joseph C. McAuliffe President

Joe McAuliffe Co.
By Margaret S. Wherland Secretary

STATE OF OREGON,

County of Klamath } ss.
before me appeared Joseph C. McAuliffe and Margaret S. Wherland both to me personally known, who being duly sworn, did say that he, the said Joseph C. McAuliffe is the President, and she, the said Margaret S. Wherland is the Secretary of Joe McAuliffe Co. the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Joseph C. McAuliffe and Margaret S. Wherland acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon.
My commission expires 12/31/67

MORTGAGE

Corporation

(FORM No. 75A)

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 3rd day of Sept., 1965 at 9:10 o'clock A.M., and recorded in book N-65 on page 1417 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By Dorothy Rogers

County Clerk-Recorder.

James M. Brantley Deputy.

Fee 3.00

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

Return to
Margaret Wherland
Box 424
Klamath Falls