

THIS INDENTURE, made this 25 day of August, 19 65, between

D. D. WICK And SUSAN H. WICK, his wife,

of the County of KLAMATH, State of OREGON, hereinafter designated, whether singular or plural, for the purpose of brevity, as MORTGAGOR, and

M. CAPP MANUFACTURING COMPANY, an Iowa Corporation, of
4721 East 14th Street, of the City of Des Moines

of the County of POLK, State of IOWA, hereinafter designated for the purpose of brevity, as MORTGAGEE.

WITNESSETH: That whereas the Mortgagor has heretofore executed to the Mortgagee the Mortgagor's note in the amount of \$ 8,300.00 to secure payment by the Mortgagor for certain building materials sold by the Mortgagee to the Mortgagor, and

WHEREAS the Mortgagor, in its application to the Mortgagee for credit, agreed to give the Mortgagee a mortgage on the property on which said building materials were to be used to secure the Mortgagor's debt to the Mortgagee should so request, and the Mortgagee has found it necessary to request such mortgage security.

NOW THEREFORE, in consideration of the premises and in fulfillment of the Mortgagor's agreement in its application for credit, the Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, the Mortgagee's successors and assigns

forever, all the tract or parcel of land lying and being in the County of KLAMATH, State of OREGON described as follows, to-wit:

Beginning at a point Two hundred Thirty-eight and Seven tenths feet (238.7') North of a point One Hundred feet (100') West of the Corner to Townships Thirty-nine and Forty (39 & 40) South, Ranges Seven and Eight (7 & 8), East of the Willamette Meridian; thence North Two hundred Eight and seven tenths feet (208.7'); thence West Two hundred Eight and seven tenths feet (208.7'); thence South Two hundred Eight and seven tenths feet (208.7'); thence East Two hundred Eight and seven tenths feet (208.7') to the place of beginning, containing One (1) acre; all of the above described premises being located and constructed in Section Thirty-six (36), Township Thirty-nine (39) South, Range Seven (7), East of the Willamette Meridian, Klamath County, Oregon.

TO HAVE AND TO HOLD THE SAME, together with the hereditaments and appurtenances thereto belonging to the said Mortgagee, and Mortgagee's successors and assigns, forever. And the said Mortgagor, for said Mortgagor and Mortgagor's heirs, administrators, successors, and assigns does covenant with the said Mortgagee, and Mortgagee's successors and assigns, as follows: That the Mortgagor is lawfully seized of said premises and has good right to sell and convey the same; that the same are free from all encumbrances, subject to right of way of record;

that the Mortgagee and said Mortgagee's successors and assigns shall quietly enjoy and possess the same; and that the Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay to the Mortgagee, or Mortgagee's successors or assigns, the sum of \$ 8,300.00 together with interest thereon at the rate of Six per cent (6%) per annum.

according to the terms of one principal promissory note, due and payable as follows, to-wit:

\$ 101.01 per month, or more, on the 1st day of each and every month, commencing with the 1st day of October, 1965, and every month thereafter for Sixty (60) consecutive months; thereafter,

\$ 80.26 per month, or more, on the 1st day of each and every month, commencing with the 1st day of October, 1970, and every month thereafter until the full sum of \$8,300.00 together with all interest thereon, shall have been paid.

together with all sums advanced in protecting the lien of this mortgage, in payment of taxes on said premises, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorneys' fees herein provided for, and sums advanced for any other purpose authorized herein, and shall keep and perform all of the covenants and agreements herein contained, then this deed to be null and void, and to be released at the Mortgagor's expense.

AND THE MORTGAGOR, for Mortgagor and Mortgagor's heirs, administrators, successors, and assigns, does hereby covenant and agree with the Mortgagee and Mortgagee's successors and assigns, to pay the principal sum of money and interest as above specified; to pay all taxes and assessments now due or that may hereafter become liens against said premises at least ten days before penalty attaches thereto; to keep any buildings on said premises insured by companies approved by the Mortgagee

against loss by fire and windstorm for at least the sum of \$ 8,300.00, add to deliver to said Mortgagee the policies for such insurance with mortgage clause attached in favor of said Mortgagee, or Mortgagee's successors or assigns;

to pay, when due, both principal and interest of all prior liens or encumbrances, if any, above mentioned, and to keep said premises free and clear of all other prior liens or encumbrances; to commit or permit no waste on said premises and to keep them in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon, and to pay any other expenses and attorneys' fees incurred by said Mortgagee, and Mortgagee's successors or assigns, by reason of litigation with any third party for the protection of the lien of this mortgage.

IN case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorneys' fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the Mortgagee, or said Mortgagee's successors or assigns, may pay such taxes, assessments, prior liens, expenses and attorneys' fees and interest thereon, or effect such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment, shall be impressed as an additional lien upon said premises and be immediately due and payable from the Mortgagor, and said Mortgagor's heirs, administrators, successors, or assigns to said Mortgagee, said Mortgagee's successors or assigns; and this mortgage shall, from date thereof, secure the repayment of such advances.

IN case of default in any of the foregoing covenants, the Mortgagor hereby authorizes and empowers said Mortgagee, and Mortgagee's successors and assigns, to foreclose this mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorneys' fee permitted by law, which costs, charges, and fees the Mortgagor herein agrees to pay.

IN TESTIMONY WHEREOF, the foregoing instrument has been executed by the Mortgagor the date and year first above written.

In Presence of:

Margery S. Eaton
Margery S. Eaton

D. D. Wick SEAL
D. D. WICK Mortgagor

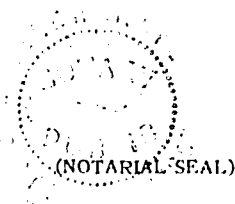
Ray F. Dye
Ray F. Dye

Susan H. Wick SEAL
SUSAN H. WICK Mortgagor

STATE OF OREGON
COUNTY OF KLAMATH SS.

On this 25th day of August, 19 65 before me a Notary Public within and for said County, personally appeared D. D. Wick and Susan H. Wick, husband and wife,

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed



Helen M. Dye
Helen M. Dye
Notary Public, Klamath County

State of Oregon
My Commission expires NOTARY PUBLIC FOR OREGON
My Commission Expires July 21, 1967

Doc. No. 150	MORTGAGE DEED	
D. D. WICK, et ux	to	
M. CAPP MANUFACTURING COMPANY,	an Iowa Corporation	
Co. Clerk-Recorder	Office of Registrars & Deeds	
State of OREGON	County of KLAMATH	
I hereby certify that the within Mortgage was filed in this office for record on the 7th day of September, 1965, at 12:10 o'clock P.M., and was duly recorded in Book M-65 of Mortgages, page 1452		
Dorothy Rogers	Co. Clerk-Recorder	
<u>Helen M. Dye</u>	Deputy	
Fee 3.00	Registration tax hereon of Dollars paid.	
By	County Treasurer	Deputy
Countersigned:	County Auditor	Deputy
By	MAIL TO: SAMUEL SALITERMAN, ATTY.	
	700 FRONT TOWER, Mpls., MINN.	