101M66 PAO 828

August lst day of THIS MORTGAGE, Made this 1st day of August DONALD H. KING and BETTY L. KING, husband and wife, -

ANNA A. PETERSON, a single woman, ----

Mortgagee, WITNESSETH, That said mortgagor, in consideration of One Thousand Nine Hundred Fifty-one and 87/100 ----- Dollars, to him paid by said mortgagee, does hereby Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-Klamath County, State of Oregon, bounded and described as tain real property situated in follows, to-wit:

That portion of Lots 1, 2, and 3 of Block 75 of BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof, described as follows:

Commencing at a point on the Northwesterly line of Lot 3, Block 75, of Buena Vista Addition, which lies 80 feet Southwesterly from the most Northerly corner of said lot, and thence running Southeasterly parallel with Oregon Avenue a distance of 50 feet; thence Southwesterly parallel with Academy Street a distance of 15 feet: thence Southeasterly parallel with Oregon Avenue to a point in the Southerly line of Lot 1 in said block; thence Westerly along the Southerly line of Lots 1, 2, and 3 of said block to the most Westerly corner of said block; thence Northeasterly along the Northwesterly line of said Lot 3 of said block a distance of 132.52 feet, more or less, to the point of beginning.

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 and assigns forever.

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

Klamath Falls, Oregon , 1,951.87 August 1 Each of the undersigned promises to pay to the order of Klamath Falls, Oregon

One Thousand Nine Hundred Fifty-one and 87/100 ----with interest thereon at the rate of six percent per annum from Aug. 1, 1966 until paid, payable in monthly installments of not less than \$ 40.00 in any one payment; interest shall be paid and minimum payments above required; the first payment to be made 10th day of each month

ments is not so paid, the whole sum of both principal and interest has been paid; if any of said installoption of the holder of this note. If this note is placed in the hands of any attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed
hereon, also promises to pay (1) holder's reasonable attorney's lees 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.

holder's reasonable attorney's fees in the appellate court.

September 10 1966

Klamath Falls, Oregon /s/ Donald H. King /s/ Betty L. King

* Strike words not applicable. No. FORM No. 217—INSTALLMENT NOTE (Oregon UCC). SC

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 EXCEPT this mortgage is SECOND to that certain mortgage dated 6/20/04, and recorded in Vol. 224, Page 230, to that certain mortgage dated 6/20/04, should recorded in Vol. 224, Page 230, to that certain mortgage dated 6/20/04, and recorded in Vol. 224, Page 230, to that certain mortgage added 6/20/04, and recorded in Vol. 224, Page 230, to that certain mortgage added 6/20/04, and recorded in Vol. 224, Page 230, to that certain mortgage added 6/20/04, and recorded in Vol. 224, Page 230, the terms thereof; that while any part of said note remains unpaid he will pay aid 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 of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and paynature which may be levied or assessed against said property, or this mortgage or the note above described, when due and paynature which may be come leins on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings and in mortgage is the mortgage and prometically this mortgage and prometically this mortgage and then to the mortgager as their respective interests may appear; all policies of insurance shall be delivered to the mortgage and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgage and then to the mortgagor shall tail for any reason to procure any such insurance and to deliver said policies of insurance nor or hereafter placed on said buildings, to the mortgage at least fifteen days prior to the expiration of any policy of insurance nor or hereafter placed on said buildings, to the mortgage and will not commit or suffer any waste

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 a failure to perform any covenant herein, or if a proceeding of any kind be taken to forcelose any lien on said premises or any part thereof, the mortgage 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 forcelosed at any time thereafter. And if the mortgage 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 without waiver, however, of any right arising to the mortgage of the process of the mortgage may be forcelosed to principal, interest and all sums paid by the mortgage at any time while the mortgage neglects to repay any sums so paid by the mortgage. In the event of any suit or action being instituted to foreclose this mortgage, the mortgager agrees to pay all reasonable costs incurred by the mortgage for title reports and title search, all statutory costs and disbursents and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's lees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's lees on such appeal, all sums to be secured by the lien of this mortgage, the fourth shall adjudge reasonable as plaintiff's attorney's lees on such appeal, all sums to be secured by the lien of this mortgage, the Court, may upon motion of the mortgage, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after liers the d

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first

Sitty L King (SEAL)

(SEAL)

(SEAL)

AGE MORTG. (FORM No. 105 STATE OF OREGON, d recorded in ige d280..., said County. Licher. Witness a Dorothy

STATE OF OREGON,

County of

Klamath

August

, 19 66

BE IT REMEMBERED, That on this day of before me, the undersigned, a notary public in and for said county and state, personally appeared the within named DONALD H. KING and BETTY L. KING, husband and wife, ---

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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.

Notary Public for Oregon.

Notary Public for Oregon. My Commission expires

11

KNOW ALL MEN BY THESE PRESENTS, That I,

JOHN ALBERT WATSON ----

have made, constituted and appointed and by these presents do make, constitute and appoint

--- IRMA GRACE WATSON ----

my true and lawful attorney, for me and in my name, place and stead and for my use and benefit,

- (1) To lease, let, grant, bargain, sell, contract to sell, convey, exchange, remise, release and dispose of any real or personal property of which I am now or hereafter may be possessed or in which I may have any right, title or interest, including rights of dower, of curtsey and of homestead, for any price or sum and upon such terms and conditions as to my said attorney may seem proper;
- (2) To take possession of, manage, maintain, operate, repair and improve any and all real or personal property now or hereafter belonging to me, to pay the expense thereof, to insure and keep the same insured and to pay any and all taxes, charges and assessments that may be lovied or imposed upon any thereof;
- (3) To buy, sell and generally deal in and with goods, wares and merchandise of every name, nature and description and to hypothecate, pledge and encumber the same;
- (4) To sell, assign, transfer and deliver all or any shares of stock in my name in any corporation for any price and upon such terms as to my said attorney may seem right and proper and to receive payment therefor;
- (5) To borrow any sums of money on such terms and at such rate of interest as to my said attorney may seem proper and to give security for the repayment of the same;
- (6) To ask for, demand, recover, collect and receive all moneys, debts, rents, dues, accounts, legacies, bequests, interests, dividends and claims whatsoever which are now or which hereafter may become due, owing and payable or belonging to me and to have, use and take all lawful ways and means in my name for the recovery of any thereof by attachments, levies or otherwise;
- (7) To prepare, execute and file any proof of debt and other instruments in any court and to take any proceedings under the Bankruptcy Act in connection with any sum of money or demand due or payable to me and in any such proceedings to vote in my name for the election of any trustee or trustees and to demand, receive and accept any dividend or distribution whatsoever;
- (8) To adjust, settle, compromise or submit to arbitration any account, debt, claim, demand or dispute as well as matters which are now subsisting or hereafter may arise between me or my said attorney and any other person or persons;
- (9) To sell, discount, endorse, negotiate and deliver any check, draft, order, bill of exchange, promissory note or other negotiable paper payable to me, and to collect, receive and apply the proceeds thereof for my use for any of the purposes aforesaid; to pay to or deposit the same or any other sum of money coming into the hands of my attorney in checking and in savings accounts in my name with any bank or banker of my attorney's selection and to draw out moneys deposited to my credit with any bank, including deposits in savings accounts, and to apply the same for any of the purposes of my business as my said attorney may deem expedient; to purchase and sell certificates of deposit; to appoint any bank or trust company as escrow agent; generally to conduct any and all banking transactions on my behalf;
- (10) To make, execute and deliver any and all manner of contracts with reference to minerals, oil, gas, oil and gas rights, rents and royalties, including agreements facilitating exploration for and discovery of oil, minerals and deposits;
- (11) To commence and prosecute and to defend against, answer and oppose all actions, suits and proceedings touching any of the matters aforesaid or any other matters in which I am or hereafter may be interested or concerned;
 - (12) To vote any stock in my name as proxy;
- (13) To have access to any safety deposit box which has been or may be rented in my name or in the name of myself and any other person or persons;
- (14) In connection with any of the powers herein granted, to sign, make, execute, acknowledge and deliver in my name any and all deeds, contracts, bills of sale, leases, promissory notes, drafts, acceptances, evidences of debt, obligations, mortgages, pledges, satisfactions, releases, acquittances, receipts, bonds, writs and any and all other instruments whatsoever, with such general or special agreements and covenants, including those of warranty, as to my said attorney may seem right, proper and expedient;
- (15) To employ, pay and discharge clerks, workmen, brokers and others, including counsel and attorneys in connection with the exercise of any of the foregoing powers;
- (17) Generally to conduct, manage and control all my business and my property, wheresoever situate, as my said attorney may deem for my best interests, hereby releasing all third persons from responsibility for the acts and omissions of my said attorney;
- I hereby give and grant unto my said attorney full power and authority freely to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

- anenneption	s power of attorney, it is to be un and that, therefore, if the conto olural, the masculine, the temini assumed and implied to make th val.	det	to corporations and to
IN WITNESS	WHEREOF, I have hereunto set	my hand and seal on this, the	1st day
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Signed, Seal presence	ed and Delivered in the of us as witnesses:	John albert	(SEAL)
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County of Kl	amath ,19 66 before me, a N JOHN ALBERT WAT	BE IT REMEMBERED, The Notary Public in and for said country SON	of Power of Attorney and
known to me to be the identical person described in and who executed the foregoing Power of Attorney and known to me to be the identical person described in and who executed the foregoing Power of Attorney and known to me to be the identical person described in and who executed the foregoing Power of Attorney and purposes acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. IN TESTIMONY WHEREOF, I have because the day and year last he made to be the identical person described in and who executed the foregoing Power of Attorney and known to me to be the uses and purposes acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes.			
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STATE OF		CORPORATE ACKNOWLEDGMENT	
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appeared	the tension who being duly swo	rn, did say that he, the said	is the secretary of
both to the said			
and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument is the corporation by authority of its Board of Directors, and said			
ment was signed and sealed in Sealed in and			
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 on this, the day and year first in this, my certificate, written.			
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