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1 THIS MORTGAGE made this 15th day of August, 1966, by ELDON V. STIVERS and
2 PEGGY M. STIVERS, husband and wife, Mortgagors, to VIVIAN N. TODD, Mortgagee,

3 WITNESSETH:

4 That said Mortgagors in consideration of \$280.00 to them paid by Mortgagee
5 do hereby mortgage unto said Mortgagee the following described real property
6 in Klamath County, Oregon, to-wit:

7 Beginning at the point on the South bank of the artificially constructed
8 water channel where said South bank intersects the North-South center line of
9 the NE $\frac{1}{4}$ of Section 3, Twp. 36 S., R. 6, E.W.M., Klamath County, Oregon, said
10 point being at or near the Northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 3;
11 thence, continuing on said South and Southwesterly bank of said water channel
12 on courses and distances consecutively as follows: North 68°20' East 160 feet,
13 thence on the circumference of a compound curve having a long chord bearing
14 South 72°55' East 260 feet; thence South 20° East 255 feet; thence South 13°20'
15 East 175 feet to the North high water line of the Harriman Creek channel;
16 thence, Westerly and Southwesterly on said North high water line of the Harriman
17 Creek channel to its intersection with the North-South center line of the NE $\frac{1}{4}$
18 of Section 3;
19 thence, North on said North-South center line a distance of 810 feet, more or
20 less, to the point of beginning.
21 Together With a non-exclusive easement of ingress and egress by water from and
22 to Harriman Creek on said artificially constructed water channel, said easement
23 to be appurtenant to and run with said above described real property forever,
24 but reserving unto William K. Johnson, his heirs, grantees and assigns, the
25 right to use said water channel for the benefit of his remaining lands in said
26 Section 3 and the right to further extend, construct and improve said channel
27 to serve his said lands; and mortgagors, their heirs and assigns, covenant and
28 agree to use said water channel in a reasonable manner and so as not to cause
29 undue erosion or wash of the banks and so as not to interfere with the use
30 of said channel by said William K. Johnson, his said heirs, grantees and assigns.

31 TO HAVE AND TO HOLD the said premises with the appurtenances unto the said
32 Mortgagee, her heirs, legal representatives and assigns forever.

33 AND the said Mortgagors covenant and agree to pay unto the said Mortgagee
34 the total sum of \$280.00 without interest thereon in monthly installments of
35 not less than \$50.00. The first of said installments is to be paid on the 15th
36 day of September, 1966, and succeeding installments are to be paid on the 15th
37 day of each month thereafter until said indebtedness has been paid in full.
38 Said payments are to be mailed to Mortgagee at 1428 Sixth Street
39 Santa Monica, California. 58

40 NOW, THEREFORE, if the Mortgagors shall pay said indebtedness in the manner
41 aforesaid, this conveyance shall be void, but otherwise shall remain in full
42 force as a Mortgage to secure said payment, it being agreed that if the Mortga-
43 gors shall fail to make any of said payments, or if a proceeding of any kind be
44 taken to foreclose any lien on said premises or any part thereof, or if the

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1 Mortgagors shall fail to pay any taxes upon said premises when they first become
2 payable, the Mortgagee shall have the option to declare the whole amount unpaid
3 on this Mortgage at once due and payable, and this Mortgage may be foreclosed at
4 any time thereafter. In the event of any suit or action being instituted to
5 foreclose this Mortgage or collect said indebtedness, Mortgagors agree to pay
6 all reasonable costs incurred by the Mortgagee for title reports, all statutory
7 costs and disbursements, and such further sums as the Courts, including an
8 Appellate Court on any appeal being taken, shall adjudge reasonable as plaintiff's
9 attorney's fees therein.

10 IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals
11 the day and year first hereinabove written.

12 Eldon V. Stivers
13 Peggy M. Stivers

14
15 STATE OF OREGON)
16 County of Klamath) SS

17 BE IT REMEMBERED, That on this 26th day of August, 1966, before me, the
18 undersigned, a Notary Public in and for said County and State, personally
19 appeared the within named Eldon V. Stivers and Peggy M. Stivers, husband and
20 wife, known to me to be the identical individuals described in and who executed
21 the within instrument and acknowledged to me that they executed the same freely
22 and voluntarily.

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

25 William Savory
26 Notary Public for Oregon



27 (SEAL)
28 My Commission Expires: October 3, 1968

29 STATE OF OREGON; COUNTY OF KLAMATH; ss.

30 Filed for record at request of Klamath County Title Co.

31 this 31 day of August A.D. 1966 at 4:05 o'clock P.M., and

32 duly recorded in Vol. M-66, of Mortgages on Page 8804

Fee \$3.00

DOROTHY ROGERS, County Clerk

By Jane Mearns

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