

11156

12616

M O R T G A G E

66-01 THIS MORTGAGE, made this 30th day of November, 1966, by  
E. THARALSON and AGNES H. THARALSON, husband and wife, and LANE  
DUNCAN, an unmarried man, Mortgagors, to PATRICK H. BRESLIN and  
BELA J. BRESLIN, husband and wife, with right of survivorship, Mortgagees.

## WITNESSETH:

That said mortgagors, in consideration of TWENTY TWO THOUSAND ONE HUNDRED &  
NO/100 (\$22,100.00) DOLLARS to them paid by said mortgagees,  
do hereby grant, bargain, sell and convey unto said mortgagees, their heirs  
and assigns, that certain real property situated in Klamath County, State  
of Oregon, bounded and described as follows, to-wit:

All that portion of Government Lots 19, 20, 21, 22, 27,  
28, 29 and 30, Section 7, Township 36 South, Range 11 East,  
Willamette Meridian, lying Southerly of the Southerly line  
of that certain subdivision known as "First Addition to  
Nimrod River Park" as same is shown on Map recorded  
December 28, 1964, Official Records, Klamath County,  
Oregon.

SUBJECT TO: (1) Restrictions, reservations, easements  
and rights of way of record or those apparent upon the land.  
(2) Acreage and use limitations under provisions of the  
United States Statutes and regulations issued thereunder.  
(3) All contracts, water rights, proceedings, taxes, and  
assessments relating to irrigation, drainage, and/or  
reclamation of said lands; and all rights of way for roads,  
ditches, canals, and conduits; if any there may be.

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 there-  
from, 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.

16



12617

TO HAVE AND TO HOLD th said premises with the appurtenances unto  
the said mortgagees, their heirs and assigns forever.

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

PROMISSORY NOTE

\$ 22,100.00

November 30th, 1966

For value received, we the undersigned promise to pay to the order of  
Patrick H. Breslin and Bela J. Breslin, husband and wife, at 401 Panorama  
Drive, Hemet, California, the sum of TWENTY TWO THOUSAND ONE HUNDRED and No/100  
(22,100.00) DOLLARS in lawful money of the United  
States of America, with interest thereon in like lawful money at the rate of  
ten (10) percent per annum from November 30th, 1966, until paid, payable  
as follows:

Accrued interest at the rate of 10% per annum to be paid on or before  
November 30th, 1967, and the entire amount of the principal and interest  
then due and payable to be paid on or before November 30th 1968. If any  
of the above payments are not so paid, the whole sum of both principal and  
interest shall become immediately due and collectible at the option of the  
holder of this note.

In case suit or action is instituted to collect this note, or any portion  
thereof, we promise to pay such additional sum as the Court or any Court upon  
appeal may adjudge as reasonable attorney's fees in said suit or action or appeal.

/s/ E. Tharalson

E. Tharalson

/s/ Agnes H. Tharalson

Agnes H. Tharalson

/s/ Lane Duncan

Lane Duncan

And said mortgagors covenant to and with the mortgagees, their heirs  
and assigns, that they are lawfully seized in fee simple of the said premises and  
that they have a valid, unencumbered title thereto, except as above stated, and  
will warrant and forever defend the same against all persons; that they 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 payable, and before the same becomes delinquent; that they will



12618

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 they will keep the buildings now on or which may hereafter be erected on the premises insured in favor of the mortgagees against loss or damage by fire in an amount of not less than the full insurable value, in such company or companies as the said mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagees as their interest may appear and will deliver all policies of insurance on said premises to the mortgagees as soon as insured; that they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of the said premises.

NOW THEREFORE, if said mortgagors shall keep and perform the covenants herein contained and shall pay said not according to its terms, or within thirty (30) days from the date due, 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 proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagees 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 mortgagors shall fail to pay any taxes or charges or any lien or encumbrance of insurance premiums as above provided for, the mortgagees may at their 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



12619

arising to the mortgagees for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagees at any time while the mortgagors neglect to repay any sums paid by the mortgagees; and if suit be commenced to foreclose this mortgage, the attorneys' fees provided for in said note shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs and assigns of the mortgagors and of said mortgagees respectively.

In case suit or action is commenced to foreclose this mortgage, the Court may, upon motion of the mortgagees, 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.

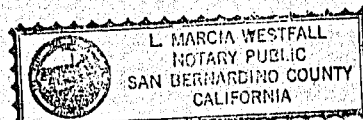
IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands the day and year first above written.

E. Tharalson  
E. Tharalson  
Agnes H. Tharalson  
Agnes H. Tharalson  
Lane Duncan  
Lane Duncan

STATE OF CALIFORNIA  
COUNTY OF San Bernardino

On November 21, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared E. Tharalson, Agnes H. Tharalson and Lane Duncan known to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

L. Marcia Westfall  
Notary Public in and for said State



L. Marcia Westfall  
Type or print name

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Mortgage -4-

Filed for record at request of Oregon Title Insurance  
this 22 day of December, 1966 at 2:30 o'clock P.M., and  
duly recorded in Vol. M-66, of mortgages on Page 12616  
DONOTHY ROGERS, County Clerk

fee 6.00 pd

By L. Marcia Westfall