

THIS MORTGAGE, Made this 19th day of November, 1966, by
William G. Biely and Mildred E. Biely, husband and wife, Mortgagee,
to William K. Johnson and Mabel M. Johnson, husband and wife, Mortgagees,

WITNESSETH, That said mortgagor, in consideration of the sum of - - - Two Thousand Five
Hundred Sixty-one and 27/100 - - - (\$ 2,561.27) Dollars
to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto
the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns
and the heirs of the survivor of them, those certain premises situate in the County of Klamath
and State of Oregon, and described as follows, to-wit: A Tract of Land situated in the
NE 1/4 of Section 3, Twp. 36 S., R. 6 E.W.M., Klamath County, Oregon, more particularly de-

scribed as follows:
Beginning at the Northwest corner of the Tract of Land conveyed to Robert A. Scott et ux. by
Deed dated Nov. 6, 1965 and recorded Nov. 22, 1965, in Vol. M65 at page 3934 of Klamath
County, Oregon Deed Records, which said corner is situated on the East Bank of the Artifici-
ally Constructed Water Channel; Thence, running on the East Bank of said Water Channel North
20°46' West a distance of 51.53 feet to a point; Thence, continuing along the East Bank of
said Water Channel North 80°46' East a distance of 15.30 feet to a point; Thence, continuing
along the East Bank of said Water Channel North 20°46' West a distance of 25.00 feet to a
point; Thence, leaving said Water Channel and running on a straight line, the course of which
is approximately North 80°46' East, a distance of 98.69 feet, more or less, to the point
where the Center Line of the Private 20 foot wide Roadway, which is more particularly de-
scribed in the Deed to John L. Gross, et ux., dated Oct. 12, 1966 and recorded Oct. 20, 1966,
in Vol. M66 at page 10168 of Klamath County, Oregon Deed Records intersects the South Bound-
ary Line of Harriman Park; Thence, running on the Center Line of said Private 20 foot wide
Roadway South 12°04' East a distance of 72.5 feet, more or less, to the Northeast corner of
said Tract of Land conveyed to Robert A. Scott et ux; Thence, South 80°40' East along the
North line of said Scott Tract a distance of 100 feet, more or less, to the point of beginning.
TOGETHER WITH full right of ingress and egress over the above mentioned presently existing
20 foot wide roadway to the West Side Highway, and together with an easement for utilities
feet in width along the edge of said roadway; and TOGETHER WITH a non-exclusive easement of
ingress and egress by water from and to Harriman Creek on said artificially constructed water
channel, but reserving unto Mortgagees, their heirs and assigns, the right to use said water
channel for the benefit of Mortgagees' remaining lands in said Sec. 3 and the right to further
construct and improve said channel to serve Mortgagees' said lands;
together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-
wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed
or installed in or upon said described premises,
TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of sur-
vivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.
This mortgage is intended to secure the payment of one certain promissory note in words
and figures substantially as follows:

November 19, 1966
\$ 2,506.85
Each of the undersigned promises to pay to the order of William K. Johnson and Mabel M. Johnson,
First Federal Savings & Loan Assn.,
Klamath Falls, Oregon
and upon the death of any of them, then to the order of the survivor of them, at
- - - Two Thousand Five Hundred Six and 85/100 - - - DOLLARS,
with interest thereon at the rate of six percent per annum from January 1, 1967 until paid, payable in
monthly installments, at the dates and in the amounts as follows: Not less than \$40.00 on the 1st day
of February, 1967, and not less than \$40.00 on the 1st day of each month thereafter;

interest to be paid with principal and * is included in the payments above required; said payments shall continue until the
whole sum hereof, principal and interest, has been paid; if any of said installments is 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. If this note is placed in the hands of
an 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 fees 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.
It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right
of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and
interest shall vest absolutely in the survivor of them.

W. G. Biely
M. E. Biely
s/ William G. Biely
s/ Mildred E. Biely

* Strike words not applicable.

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagor" shall include mortgagees; the
singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made;
assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagee"
shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because
it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of
survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein
given to the mortgagees shall vest forthwith in the survivor of them.
And said mortgagor covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said
premises and has a valid, unencumbered title thereto.

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and will warrant and forever defend the same against all persons; that he will pay said 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 payable and before the same part thereof, superior to that he 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 he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagees may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagees, with loss payable first to the mortgagees and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagees as soon as insured; Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagees at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagees may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagees, the mortgagor shall join with the mortgagees in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagees, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagees.

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 if the mortgagor shall fail to make any payment or to perform any covenant herein, or if a 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 mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium 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 arising to the mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagor neglects to repay any sums so paid by the mortgagees.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagees for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees 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 fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagees, may 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 the mortgage, first deducting all proper charges and expenses of the receivership.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successors in interest and assigns, of said mortgagor and of said mortgagees respectively.

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

William G. Biely (SEAL)
William G. Biely (SEAL)
Mildred E. Biely (SEAL)
Mildred E. Biely (SEAL)

MORTGAGE
(Survivorship)
(FORM No. 691)

TO

STATE OF OREGON, } ss.
County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., on _____ page _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By _____
County Clerk—Recorder.
Deputy.
STEVENS—HESS LAW PUB. CO., PORTLAND, ORE.

Henry Harvey
Wm. H. Biely
Biely

STATE OF OREGON, } ss.
County of _____

BE IT REMEMBERED, That on this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named _____

known to me to be the identical individual _____ described in and who executed the within instrument and acknowledged to me that _____ executed the same for the purposes therein contained.

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

(SEAL)

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Notary Public for
My commission expires _____

BOOK RECORD

Form FS-88
(Revised Feb. 1949)

DEPARTMENT OF STATE
FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

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Certificate of Acknowledgment of Execution of an Instrument

(Country)
Federal Republic of Germany
(County and/or other political division)
Stuttgart
(County and/or other political division)
Stuttgart
(Name of foreign service office)

ss:

I, David L. Tivol, Vice Consul
of the United States of America at Stuttgart, Germany,
duly commissioned and qualified, do hereby certify that on this 29th
day of March, 1967, before me personally appeared
//William G. Biely and Mildred E. Biely, his wife//

to me personally known, and known to me to be the individual described in, whose
names are subscribed to, and who executed the annexed instrument, and being
informed by me of the contents of said instrument they duly acknowledged to me
that they executed the same freely and voluntarily for the uses and purposes
herein mentioned.

In witness whereof I have hereunto set my hand and
official seal the day and year last above written.

David L. Tivol
Vice Consul of the United States of America.

Tariff Item No. 46 Fee: \$2.50
No. wherever practicable all signatures to a document should be included in one certificate.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Ganong, Ganong & Gordon
this 22 day of May A. D. 1967 2:06 P. M., and
duly recorded in Vol. M-67, of Mortgages on Page 3811
Fee \$4.50

DOROTHY ROGERS, County Clerk
By Jane M. Rogers

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