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THIS MORTGAGE, Made this 11th day of September, 1967, by HARLEY J. HART and PATRICIA M. HART, husband and wife, Mortgagors, to DAVE WEYLER, Mortgagee,

WITNESSETH, That said Mortgagors, in consideration of Six Thousand and 00/100 Dollars, to them paid by said Mortgagee, do hereby grant, bargain, sell and convey unto said Mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

TRACT 1: A tract of land situated in Block 3, "Hodges Addition to Merrill" and in Tract 18, "Merrill Tracts", in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 41 South, Range 10, E. W. M., Klamath County, Oregon, more particularly described as follows:

Beginning at a one-half inch iron pin on the Southeast corner of said Block 3, "Hodges Addition to Merrill"; thence West along the South line of said Block 3 a distance of 13.86 feet to a three-quarter inch iron pin on the Southwest corner of said Block 3, said point also being the Southeast corner of said Tract 18, "Merrill Tracts"; thence continuing West along the South line of said Tract 18 a distance of 76.14 feet to a one-half inch iron pin; thence North 00°25' West parallel with the East line of said Block 3 a distance of 125.00 feet to a one-half inch iron pin; thence East parallel with the South line of said Tract 18 and said Block 3 a distance of 90.00 feet to a one-half inch iron pin on the East line of said Block 3; thence South 00°25' East along the East line of said Block 3 a distance of 125.00 feet to the point of beginning, subject to an easement for the construction and maintenance of future public utilities, irrigation and drainage along the Northerly eight feet thereof.

TRACT 2: A tract of land situated in Tract 18, "Merrill Tracts" in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 41 South, Range 10 E. W. M., Klamath County, Oregon, more particularly described as follows:

Beginning at a one-half inch iron pin on the South line of said Tract 18, said point being West a distance of 90.00 feet from the one-half inch iron pin marking the Southeast corner of Block 3, "Hodges Addition to Merrill" and West a distance of 76.14 feet from the three-quarter inch iron pin marking the Southeast corner of said Tract 18, "Merrill Tracts"; thence West along the South line of said Tract 18 a distance of 90.00 feet to a one-half inch iron pin; thence North 00°25' West a distance of 125.00 feet to a one-half inch iron pin; thence East parallel with the South line of said Tract 18 a distance of 90.00 feet to a one-half inch iron pin; thence South 00°25' East a distance of 125.00 feet to the point of beginning, subject to an easement for the construction and maintenance of future public utilities, irrigation and drainage along the Northerly eight feet thereof.

TRACT 3: A tract of land situated in Tract 18, "Merrill Tracts" in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 41 South, Range 10, E. W. M., Klamath County, Oregon, more particularly described as follows:

Beginning at a one-half inch iron pin on the South line of said Tract 18, said point being West 180.00 feet from a one-half inch iron pin marking the Southeast corner of Block 3, "Hodges Addition to Merrill" and West 166.14 feet from a three-quarter inch iron pin marking the Southeast corner of said Tract 18, "Merrill Tracts"; thence West along the South line of said Tract 18 a distance of 90.00 feet to a one-half inch iron pin; thence North 00°25' West a distance of 125.00 feet to a one-half inch iron pin; thence East parallel with the South line of said Tract 18 a distance of 90.00 feet to a one-half inch iron pin; thence South 00°25' East a distance of 125.00 feet to the point of beginning.

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1 subject to an easement for the construction and maintenance of future public
utilities, irrigation and drainage along the Northerly eight feet thereof. 7138

2 TRACT 4: A tract of land situated in Tract 18, "Merrill Tracts" in the SW $\frac{1}{4}$ SE $\frac{1}{4}$
3 of Section 2, Township 41 South, Range 10, E. W. M., Klamath County,
Oregon, more particularly described as follows:

4 Beginning at a one-half inch iron pin on the South line of said Tract 18, said
5 point being West a distance of 270.00 feet from a one-half inch iron pin marking
6 the Southeast corner of Block 3 "Hodges Addition to Merrill" and West a distance
7 of 256.14 feet from a three-quarter inch iron pin marking the Southeast corner
8 of said Tract 18, "Merrill Tracts"; thence North 00°25' West a distance of 125.00
9 feet to a one-half inch iron pin; thence West parallel with the South line of
10 said Tract 18 to the West line of said Tract 18, said point being on the East
11 line of the drain ditch easement as described in Deed Volume 43, page 239,
Klamath County Deed Records; thence Southerly along the West line of said Tract
12 18 and the East line of said drain ditch easement to the South line of said
13 Tract 18, "Merrill Tracts"; thence East along the South line of said Tract 18 a
14 distance of 89.56 feet to the point of beginning, subject to an easement for the
15 construction and maintenance of future public utilities, irrigation and drainage
16 along the Northerly eight feet thereof.

17 Together with all and singular the tenements, hereditaments and appurtenances
18 thereunto belonging or in anywise appertaining, and which may hereafter thereto
19 belong or appertain, and the rents, issues and profits therefrom, and any and
20 all fixtures upon said premises at the time of the execution of this mortgage
21 or at any time during the term of this mortgage.

22 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 one promissory note, of
which the following is a substantial copy:

\$ 6,000.00
One year

Klamath Falls, Oregon

September 11, 1967

Dave Weyler

at 1601 Amberwood Drive, Santa Ana, California

- - - - Six Thousand and 00/100 - - - -

DOLLARS,

with interest thereon at the rate of five percent per annum from date hereof until paid. Interest to
be paid and if not so paid, the whole sum of both principal and interest to become im-
mediately 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.

s/ Harley J. Hart

No.

FORM No. 216-NOTE (Oregon UCC). SC

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1 And said Mortgagors covenant to and with the Mortgagee, his heirs, executors
2 administrators and assigns, that they are lawfully seized in fee simple of said
3 premises and have a valid, unencumbered title thereto and will warrant and for-
4 ever defend the same against all persons; that they will pay said note, principal
5 and interest, according to the terms thereof; that while any part of said note
6 remains unpaid they will pay all taxes, assessments and other charges of every
7 nature which may be levied or assessed against said property, or this mortgage
8 or the note above described, when due and payable and before the same may become
9 delinquent; that they will promptly pay and satisfy any and all liens or encum-
10 brances that are or may become liens on the premises or any part thereof superior
11 to the lien of this mortgage.

12 Now, therefore, if said Mortgagors shall keep and perform the covenants
13 herein contained and shall pay said note according to its terms, this conveyance
14 shall be void, but otherwise shall remain in full force as a mortgage to secure
15 the performance of all of said covenants and the payment of said note; it being
16 agreed that a failure to perform any covenant herein, or if proceeding of any
17 kind be taken to foreclose any lien on said premises or any part thereof, the
18 Mortgagee shall have the option to declare the whole amount unpaid on said note
19 or on this mortgage at once due and payable, and this mortgage may be foreclosed
20 at any time thereafter. And if the Mortgagors shall fail to pay any taxes or
21 charges or any lien, encumbrance or insurance premium as above provided for, the
22 Mortgagee may at his option do so, and any payment so made shall be added to and
23 become a part of the debt secured by this mortgage, and shall bear interest at
24 the same rate as said note without waiver, however, of any right arising to the
25 Mortgagee for breach of covenant. And this mortgage may be foreclosed for prin-
26 cipal, interest and all sums paid by the Mortgagee at any time while the
27 Mortgagors neglect to repay any sums so paid by the Mortgagee. In the event of
28 any suit or action being instituted to foreclose this mortgage, the Mortgagors
29 agree to pay all costs and disbursements allowed by law and such sum as the Court
30 may adjudge reasonable as plaintiff's attorney's fees in such suit or action,
31 together with the reasonable costs incurred by the Mortgagee for title reports
32 and title search, all sums to be secured by the lien of this mortgage and included

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1 in the decree of foreclosure.

2 Each and all of the covenants and agreements herein contained shall apply
3 to and bind the heirs, executors, administrators and assigns of said Mortgagors
4 and of said Mortgagee respectively.

5 That Mortgagee will release from the lien of this mortgage the following
6 parcels upon payment to him of the following sums, plus accrued interest, to-wit:

7 Tract 1: \$ 1800.00
8 Tract 2: 1500.00
9 Tract 3: 1500.00
10 Tract 4: 1200.00

11 Provided further, however, that notwithstanding anything herein contained
12 to the contrary it is expressly understood and agreed that in the event of a
13 default that Mortgagors may tender to Mortgagee a deed in lieu of foreclosure
14 covering the parcels of property not paid for, and Mortgagee will accept said
15 deed and Mortgagors will then be discharged from any liability whatsoever.

16 IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands and seals
17 the day and year first above written.

18 Harley J. Hart (SEAL)
19 Patricia M. Hart (SEAL)

20 STATE OF OREGON)
21) SS
22 County of Klamath)

23 BE IT REMEMBERED, That on this 12 day of September, 1967, before me, the
24 undersigned, a Notary Public in and for said County and State, personally
25 appeared the within named Harley J. Hart and Patricia M. Hart, husband and wife,
26 known to me to be the identical individuals described in and who executed the
27 within instrument and acknowledged to me that they executed the same freely and
28 voluntarily.

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

31 Ernest E. Gordon
32 Notary Public for Oregon
My Commission Expires: 5-15-68

33 STATE OF OREGON; COUNTY OF KLAMATH; ss.
34 Filed for record at request of Ernest E. Gordon
35 this 14 day of Sept A.D. 1967 at 10¹⁶ o'clock PM, and
36 duly recorded in Vol. 14-67, of Mtg on Page 1135
37 By Dorothy Rogers
38 600
39 DOROTHY ROGERS, County Clerk
40 By Dorothy Rogers

Rel.
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& BORDON
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