

SK 17885

THIS MORTGAGE, Made this 27th day of May, 1966,
by ORVILLE R. SCHROEDER and JEWELL V. SCHROEDER, husband and wife,
Mortgagor,
to A. S. MOYER and NITA F. MOYER, husband and wife,
Mortgagee,

WITNESSETH, That said mortgagor, in consideration of SIX THOUSAND and no/100 Dollars, to him paid by said mortgagee, does 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:

The E $\frac{1}{2}$ of NE $\frac{1}{4}$ Section 22; The SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 22; W $\frac{1}{2}$ Section 23; W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 26; all in Township 40 South, Range 13, E.W.M. EXCEPT that part in Deed Book 98 at page 369, Deed Records of Klamath County, Oregon, as follows: Beginning at a point 1020 E. of the corner of Secs. 22, 23, 26, 27, T. 40 S., R. 13 E.W.M., thence Southerly distant 1500 feet to a point which reaches the E. line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Sec. 26, thence N. to the Northeast corner of the NW $\frac{1}{4}$ of said Sec. 26 in said Twp. and Range, thence E. 300 feet to the place of beginning, being a triangular shaped piece of land between the old road and the said East line of NW $\frac{1}{4}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$ NW $\frac{1}{4}$ said Sec. 26, T. 40 S., R. 13 E.W.M. Subject to acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder; liens and assessments of Klamath Project and Langell Valley Irrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith; Reservations, including the terms and provisions thereof, contained in the following patents from the United States of America: To John T. Billingsley, recorded June 16, 1923, Vol. 61, page 236; To James M. Allen, Recorded July 18, 1893, Vol. 8, page 468; To Arthur T. Tappen, recorded Nov. 23, 1923; To Robert L. Gross, recorded Feb. 26, 1910, Vol. 28, page 323, all recorded in Deed Records of Klamath County, Oregon; also all existing rights-of-way for roads, highways and utilities.

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 \$2,000.00 promissory note, of which the following is a substantial copy:

\$6000.00

Klamath Falls, Oregon May 16, 1966

Each of the undersigned promises to pay to the order of A. S. MOYER and NITA F. MOYER, husband and wife, at Portland, Oregon, the sum of Six Thousand and no/100 Dollars with interest thereon at the rate of seven percent per annum from April 1, 1964 until paid, payable in monthly installments of not less than Fifty and no/100 Dollars in any one payment; the first payment to be made on the execution of this note and a like payment on the 15th day of each month thereafter beginning June 15, 1966; the undersigned also agree to pay the sum of Five Hundred and no/100 Dollars on or before December 28, 1966 and Five Hundred and no/100 Dollars on or before December 28th each year hereafter until the full sum of principal and interest has been paid. If any of said installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option 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 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 holders' reasonable attorney's fees in the appellate court.

/s/ Orville R. Schroeder

/s/ Jewel V. Schroeder

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

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 may become delinquent; 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 mortgagee 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 mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee 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 mortgagee at least fifteen days prior to the expiration of any policy of insurance nor, or hereafter placed on said buildings, the mortgagee 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 mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, 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 mortgagee.

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8315

8316 A

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 foreclose any lien on said premises or any part thereof, the mortgagee 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 mortgagee 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 mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagee neglects to repair any sums so paid by the mortgagee. 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 mortgagee 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 mortgagee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, 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 first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

Orville R. Schroeder (SEAL)
 Jewel V. Schroeder (SEAL)
 (SEAL)
 (SEAL)

MORTGAGE
 (FORM NO. 1844)

ORVILLE R. SCHROEDER and
 JEWELL V. SCHROEDER,
 to
 A. S. MOYER and
 NITA F. MOYER

STATE OF OREGON,
 County of Klamath

I certify that the within instrument was received for record on the 24th day of October, 1967, at 11:16 o'clock A. M., and recorded in book M-67 on page 8315. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers
 County Clerk-Recorder.
 By Marie Hall
 Fee 3.00
 DEPUTY CLERK OF COUNTY, PORTLAND, ORE.

Latourette & Latourette
 513 Executive Bldg.
 Portland, Oregon 97204

STATE OF OREGON,
 County of Klamath ss.

BE IT REMEMBERED, That on this 27th day of May, 1966, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Orville R. Schroeder and Jewell V. Schroeder, husband and wife known to me to be the identical individuals 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.

Alvin M. Bink
 Notary Public for Oregon.
 My Commission expires October 19, 1966.

8316

FORM NO. 762-SPECIAL WARRANTY DEED.

VOL. 67 PAGE 8316

PUBLISHED BY THE LAW PUB. CO., PORTLAND, ORE.

17886

KNOW ALL MEN BY THESE PRESENTS, That Gloria Fay Libby 7424 Alabama Ave. Canoga Park, California, a single woman, hereinafter called grantor, in consideration of \$100.00 and no/100 Dollars

to grantor paid, the receipt whereof hereby is acknowledged, does hereby grant, bargain, sell and convey unto David Bjorndahl, a married man, Clara M. Bjorndahl (Wife) 19453 Halsted Street, Northridge, California 91324 hereinafter called grantees, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

TOWNSHIP 35 South, Range 12 East, W.M.
 Section 7: North East 1/4 of the South West 1/4 of the South East 1/4 (10) Acres

This conveyance is made subject to a 30 foot wide easement along the Northern Border.



To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And the grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns that said real property is free from incumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

In construing this deed the singular includes the plural as the circumstances may require.

Witness grantor's hand and seal this 24th day of October, 1967.

Gloria Fay Libby (SEAL)
 (SEAL)
 (SEAL)
 (SEAL)

(ORS 93.490) California
 STATE OF OREGON County of Los Angeles ss. 10/24, 1967
 Personally appeared the above named Gloria Fay Libby
 and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:
 Alberto A. Gibson
 Notary Public for Oregon
 My commission expires Mar. 24, 1969

Special
 WARRANTY DEED

GLORIA F. LIBBY

TO
 David Bjorndahl and
 Clara M. Bjorndahl

AFTER RECORDING RETURN TO
 GLORIA FAY LIBBY and
 7424 Alabama Avenue #11
 Canoga Park, Calif.

(DON'T USE THIS
 SPACE HEREIN FOR
 RECORDING
 LABEL IN COUN-
 TIES WHERE
 USED.)

Fee 1.50

STATE OF OREGON,
 County of Klamath ss.

I certify that the within instrument was received for record on the 25th day of October, 1967, at 2:22 o'clock P.M., and recorded in book M-67 on page 8316. Record of Deeds of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers
 County Clerk-Recorder.
 By Marie Hall
 Deputy.