

67-1533 *67*
KNOW ALL MEN BY THESE PRESENTS, That
DONALD D. PARKER, a single man,

in consideration of TEN AND NO/100 Dollars,

to grantor paid by DONALD J. LEGGET and ELIDA LEGGET, husband and wife,

does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit: An undivided one-half interest in and to the following described real property:

All of Lots Nineteen (19), Twenty (20), Twenty-five (25) and Twenty-six (26) of Section Seven in Township Thirty-five South of Range Seven East of the Willamette Meridian, Oregon, containing 80 acres according to Government survey;

There is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

To Have and to Hold the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

In construing this deed and where the context so requires, the singular includes the plural.
WITNESS grantor's hand this 10th day of August, 1967.

STATE OF OREGON, County of Klamath, ss. August 10, 1967.
Personally appeared the above named DONALD D. PARKER, a single man, who acknowledged the foregoing instrument to be his voluntary act and deed.

Before me, *g. x. Klamath*
Notary Public for Oregon
My commission expires 9/1/72

WARRANTY DEED

STATE OF OREGON, ss.

County of Klamath

I certify that the within instrument was received for record on the 11th day of December, 1967, at 11:15 o'clock P.M., and recorded in book 166-2 on page 1622.

Record of Deeds of said County.

Witness my hand and seal of County.

By *Robert H. Rogers*
County Clerk-Recorder
Treasurer

AFTER RECORDING RETURN TO
Haring, Haring & Gordon
538 Main
City

67-1533 *67*
THIS MORTGAGE, Made this 8th day of December, 1967,
by Donald D. Parker, a single man, and Donald J. Legget and Elida Legget, husband and wife,
to Frank M. Retherick, Mortgagee,

WITNESSETH, That said mortgagee, in consideration of Fifteen Thousand Dollars, to him paid by said mortgagor, 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:

All of Lots 19, 20, 25 and 26 of Section 7 in Township 35 S. R. 7 E.W.M., containing 80 acres according to Government survey;

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 one promissory note, of which the following is a substantial copy:

15,000.00 Klamath Falls, Oregon December 7th, 1967
Each of the undersigned promises to pay to the order of Frank M. Retherick, Klamath Falls, Oregon, Fifteen Thousand Dollars, with interest thereon at the rate of 8 percent per annum from date hereof until paid, payable in installments, at the date and in amounts as follows: Interest only on the 10th day of every month commencing January 10, 1968; \$3000.00 principal on the 10th day of every August, commencing August 10, 1968.

Interest shall be paid monthly and in addition to the payments above required, which shall continue until this note, principal and interest, is fully 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 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.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he will pay said note(s), principal and interest, according to the terms thereof, that while any part of said note(s) 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(s) above described, when due and 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 and improvements on the premises as insured; 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.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) 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(s); 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 mortgagee shall have the option to deduct the whole amount unpaid on said note(s) or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagee 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(s) 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 repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagee agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.
In construing this mortgage, it is understood that the mortgage or mortgages 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.

Executed in the presence of
Donald J. Legget (SEAL)
Elida Legget (SEAL)

MORTGAGE
STATE OF OREGON
County of Klamath
I certify that the within instrument was received for record on the 10th day of August, 1967, at 11:15 o'clock P.M., and recorded in book 166-2 on page 1622. Record of Mortgages of said County.
Witness my hand and seal of County Clerk-Recorder.
Robert H. Rogers
County Clerk-Recorder
By *Sharon M. Gordon*
Deputy
HARING, HARING & GORDON
538 Main
City

STATE OF OREGON, ss.

County of Klamath

BE IT REMEMBERED, That on this 8th day of December, 1967,

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Donald D. Parker, a single man, and Donald J. Legget and Elida Legget, husband and wife,

known to me to be the identical individual(s) 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.

Sharon M. Gordon
Notary Public for Oregon
My Commission expires 12/31/77