

KN 67-1374 BH
1967 THIS INDENTURE, Made this 27th day of December, 1967,

between E. THARALSON and AGNES H. THARALSON, husband and wife,

as mortgagor, and D. M. HESS

as mortgagee

WITNESSETH, That the said mortgagors... for and in consideration of the sum of
Seven Thousand and no/100 - - - - - Dollars (\$7,000.00) to them
paid by the said mortgagee..., do hereby grant, bargain, sell and convey unto the said mortgagee... and
assigns those certain premises situated in the County of Klamath, and State of

Oregon, and described as follows:

Parcel 1: Beginning at a point on the East line of Section 10, Township 36 South, Range 10 East of the Willamette Meridian, at a point 1200 feet North of the Southeast corner of said Section 10; thence West 1050 feet to the true point of beginning; thence North 1440 feet, more or less, to the East and West line through the center of said Section; thence West 600 feet; thence South 1440 feet, more or less; thence East 600 feet to the point of beginning.

Parcel 2: A tract of land situated in the SE $\frac{1}{4}$ of Section 10, T. 36 S., R. 10 E., W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the Southeast corner of said Section 10, marked by a 5/8 inch iron pin in the roadway, 0.3 foot below the surface of the pavement; thence N 00°36'25" E. along the East line of said Section 10 a distance of 1200.00 feet; thence N. 89°23'35" W. at right angles to the East line of said Section 10 a distance of 1050.00 feet to a 5/8 inch iron pin; thence N 00°36'25" E a distance of 689.00 feet to a 5/8 inch iron pin marking the True point of beginning of this description; thence N. 00°36'25" E. a distance of 100.00 feet to a 5/8 inch iron pin; thence S. 89°23'35" E. a distance of 150.00 feet to a 5/8 inch iron pin; thence S. 00°36'25" W. a distance of 100.00 feet to a 5/8 inch iron pin; thence N. 89°23'35" W. a distance of 150.00 feet to the True point of beginning of this description.

The bearings of this description are based on the east line of said Section 10 as established by recorded survey No. 1092 as recorded in the Klamath County Surveyor's Office.

Together with all right, title and interest in and to that certain easement for the use of water on the terms and conditions as contained in easement dated 28th day of April, 1955, recorded Volume 274, Page 67, Deed Records of Klamath County, Oregon.

SUBJECT To reservations and restrictions of record, easements and rights of way of record and those apparent upon the land.

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... and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of.....
 Seven Thousand and no/100 - - - - - Dollars
 (\$7,000.00.....) in accordance with the terms of.....certain promissory note.... of which the
 following is.....substantially a...cop. Y...., to-wit:

\$ 7,000.00 Klamath Falls, Oregon, December 27th, 1967.
 Each of the undersigned promises to pay to the order of D. M. HESS
 at
 Seven Thousand and no/100 - - - - - DOLLARS,
 with interest thereon at the rate of 6 percent per annum from date until paid, payable
 in 5 annual installments of not less than \$1,400.00 in any one payment; interest shall be paid
 annually and in addition to the minimum payments above required; the first payment to be made
 on the 2d day of January, 1969, and a like payment on the 2d day of
 January of each year thereafter, until the whole sum, principal and interest has been paid; if any of said install-
 ments 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 under-
 signed 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 ap-
 peal 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.
 Due , 19 /s/ E. THARALSON
 At /s/ AGNES H. THARALSON
 * Strike words not applicable. NO.

FORM No. 217—INSTALLMENT NOTE (Oregon UCC). 5C

STEVENS-HESS LAW PUB. CO. PORTLAND

This indenture is further conditioned upon the faithful observance by the mortgagor(s) of the fol-
 lowing covenants hereby expressly entered into by the mortgagor(s), to-wit:

That they are lawfully seized of said premises, and now have a valid and unincumbered
 fee simple title thereto, except as hereinabove set forth,

and that they will forever warrant and defend the same against the claims and demands of all per-
 sons whomsoever, except as hereinabove set forth;

That they will pay the said promissory note and all installments of interest thereon
 promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force they will pay all taxes, assessments,
 and other charges of every nature which may be levied or assessed upon or against the said premises
 when due and payable, according to law, and before the same become delinquent, and will also pay all
 taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly
 pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise
 become a lien upon the mortgaged premises superior to the lien of this mortgage;

That they will keep all the improvements erected on said premises in good order and repair
 and will not commit or suffer any waste of the premises hereby mortgaged;

That so long as this mortgage shall remain in force they will keep the buildings now erected,
 or any which may hereafter be erected on said premises, insured against loss or damaged by fire to the
 extent of insurable value in some company or companies acceptable to said mortgagee and for the
 benefit of said mortgagee, and will deliver all the policies and renewals thereof to said mortgagee.

NOW, THEREFORE, if the said mortgagor... shall pay said promissory note....., and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note..... in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note..... or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee..... the option to declare the whole amount due on said note....., or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor... shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee..... shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of such trust.

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 such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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

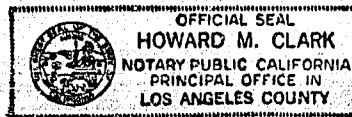
Executed in the presence of
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF ~~NEW YORK~~ CALIFORNIACounty of ~~XXXXXX~~
Los Angeles

BE IT REMEMBERED, That on this 10th day of January, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. THARALSON and AGNES H. THARALSON, 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.



Howard M. Clark
Notary Public for ~~XXXXXX~~ California
My Commission expires
HOWARD M. CLARK - Notary Public - Cal.
COM. EXP. JAN. 9, 1971 - LOS ANGELES CO.
1120 S. San Gabriel Blvd., San Gabriel, Ca. 91776

MORTGAGE

(FORM No. 9)

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 15 day of January, 1968, at 2:33 o'clock P.M., and recorded in book 1468 on page 138, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk-Recorder.

Fee 6.00

1 Deputy.

TRANSAERICA TITLE INSURANCE CO.

600 MAIN STREET

KLAMATH FALLS, OREGON 97601