

THIS MORTGAGE, Made this 19th day of March, 1968, by WAYNE A. WILCOX and BETTY M. WILCOX, husband and wife, to RICHARD SAMOGAN and BETTE LOU SAMOGAN, husband and wife, hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of TWO THOUSAND FIVE HUNDRED 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: (see EXHIBIT "A" attached hereto and made a part hereof for complete legal description)

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 a certain promissory note, described as follows:

Dated March 19, 1968, in the amount of \$2,500.00, payable in instalments

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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$10,000 in such company or companies as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improve 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; if being agreed that a failure to perform any covenant herein, or if proceedings 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 of any lien, encumbrances 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, at any time while the mortgagor 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 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 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. 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 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.

Wayne A. Wilcox (SEAL)

Betty M. Wilcox (SEAL)

Betty M. Wilcox

STATE OF OREGON } ss.
County of Klamath

On this 19th day of April, 1968,

before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named

WAYNE A. WILCOX

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that HE 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.

Patty Jean Skornie
Notary Public for Oregon
My Commission expires 10-27-69

STATE OF CALIFORNIA } ss.
County of Riverside

On this the 24th day of April, 1968, before me, Wm. E. Towers, the undersigned

officer, personally appeared Betty M. Wilcox

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Wm. E. Towers, Notary Public

TITLE OF OFFICER.

(EXCERPT FROM UNIFORM ACKNOWLEDGMENT ACT.)

(1) If the acknowledgment is taken within this state or is made without the United States by an officer of the United States, no authentication shall be necessary.

(2) If the acknowledgment is taken without this state, but in the United States, a territory or insular possession of the United States, the District of Columbia, or the Philippine Islands, the certificate shall be authenticated by a certificate as to the official character of such officer, executed, or if the acknowledgment is taken by a clerk or deputy clerk of a court, by the presiding judge of the court or, if the acknowledgment is taken by a notary public, by a clerk of a court of record of the county, parish or district in which the acknowledgment is taken.

(3) If the acknowledgment is made without the United States and by a notary or a judge or clerk of a court of record of the country where the acknowledgment is made, the certificate shall be authenticated by a certificate under the great seal of the state of the country, signed by the custodian of such seal, or by a certificate of a diplomatic, consular or commercial officer of the United States accredited to that country, certifying as to the official character of such officer.

4164

PARCEL 1: The North half of the Northwest quarter of the Southeast quarter of Section 32, Township 35 South, Range 13 East of the Willamette Meridian.

PARCEL 2: A non-exclusive roadway easement for ingress and egress 30 feet in width abutting the East and South sides of the following described line:

Beginning at the South quarter corner of Section 32, Township 35 South, Range 13 East of the Willamette Meridian, and running thence North on the North-South center line of said Section 32 to the center of said Section; thence East on the East-West center line of said Section 32 to the East quarter corner of said Section; thence North on the West line of Section 33 to the Northwest corner of the South half of the Northwest quarter of the Northwest quarter of said Section 33; thence East along the North line of the South half of the North half of the North half of said Section 33 to the Southwest corner of the North half of the Northeast quarter of the Northeast quarter of said Section 33; thence North along the West line of said North half of the Northeast quarter of the Northeast quarter to the existing public road along the North line of said Section 33.

It is understood and agreed that at such time as public roads are made available to the hereinabove described Parcel 1, this easement shall terminate and be of no further effect.

EXHIBIT "A"

STATE OF OREGON } ss
County of Klamath }
Filed for record at request of
Transamerica Title Ins Co
on this 7 day of May A.D. 1968
at 3:53 o'clock P.M. and duly
recorded in Vol. 776 of Mortgages
Page: 4163
DOROTHY ROBERT, County Clerk
By L. M. Burton Deputy
Fee 3.00