

23776

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WARRANTY DEED

WILLIAM H. CLARK and ILLA M. CLARK, Husband and Wife,
hereinafter called Grantors, convey to DONALD E. FREEMAN all that
real property situated in Klamath County, State of Oregon described
as:

Lots 3 and 4 in Block 4 of Terwilliger Addition to
Merrill, Klamath County, Oregon;

SUBJECT TO: Easements and rights of way of record or
apparent on the land and liens of the City of Merrill,
if any,

and covenant that Grantors are the owners of the above described
property free of all encumbrances except as above stated and will
warrant and defend the same against all persons who may lawfully
claim the same, except as shown above.

The true and actual consideration for this transfer is
\$5,500.00.

Dated December 15, 1967.

William H. Clark
William H. Clark

Illa M. Clark
Illa M. Clark

STATE OF WASHINGTON)
FRANKLIN CO.) ss
County of Klamath)

On this day personally appeared before me William H. and
Illa M. Clark, husband and wife, to me known to be the individuals
described in and who executed the within and foregoing instrument,
and acknowledged that they signed the same as their free and
voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of
January, 1968.

Clara D. [Signature]
Notary Public in and for the
State of Washington, residing at
Pasco, Washington

STATE OF OREGON, ss
County of Klamath)
Filed for record at request of
Transamerica Title Insurance Co.
on this 17 day of June A.D. 1968
at 11:55 AM and in
rec'd in Vol. M-68 of Deeds
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CHATBURN & BRICKNER
ATTORNEYS AT LAW
MERRILL, OREGON

Feb 1, 1968

DOROTHY ROGERS, County Clerk
[Signature]

FORM No. 105A—MORTGAGE—One Page Long Form.

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THIS MORTGAGE, Made this 15th day of December, 1967,
by DONALD E. FREEMAN

to WILLIAM H. CLARK and ILLA M. CLARK, Husband and Wife, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Four 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 cer-
tain real property situated in KLAMATH County, State of Oregon, bounded and described as
follows, to-wit:

Lots 3 and 4 in Block 4 of Terwilliger Addition to
Merrill, Klamath County, Oregon.

This is a purchase money mortgage.

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

\$ 4500.00 Merrill, Oregon December 15, 1967
Each of the undersigned promises to pay to the order of William H. Clark or Illa M.
Clark, or survivor at Merrill, Oregon
Four Thousand Five Hundred and no/100 DOLLARS,
with interest thereon at the rate of Six percent per annum from Nov. 1, 1967 until paid, payable
in semi-annual installments of not less than \$ 500.00 in any one payment; interest shall be paid
semi-annually and the minimum payments above required; the first payment to be made
on the 15th day of July, 1968, and a like payment on the 15th day of
ca. Nov. & July 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 July 15, 1968 /s/ Donald E. Freeman
At Merrill, Oregon

* Strike words not applicable. No.

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(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
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 \$ 4500.00 in such company or companies as the mortgagee may designate, and will have all policies of insur-
ance 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 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 notes(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 declare 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 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(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 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 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 mortgagor or mortgagees 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 E. Freeman (SEAL)

(SEAL)

(SEAL)

(SEAL)

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 17 day of June, 1968, at 11:56 o'clock P.M., and recorded in book M-618 on page 5338, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers
County Clerk-Recorder
By *Dorothy A. Rogers*
fee 3.00 Deputy
STEVENS-HESS LAW PUB. CO., PORTLAND

Return to
Chubburn & Brinson
Attorneys at Law
Merrill, Oregon

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 14th day of June, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Donald E. Freeman

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.

William O. Brinson
Notary Public for Oregon.

My Commission expires Oct. 29, 1971