

24916 VOL. 11-68 PAGE 6908

THIS INDENTURE, Made the 28th day of May

in the year of our Lord one thousand nine hundred and Sixty-eight, between

HARRY E. MITCHELL and THELMA G. MITCHELL, husband and wife,

of Merrill, County of Klamath, State of Oregon,

the parties of the first part, and

THEODORE T. HARDY and BETH G. HARDY, husband and wife,

of Boise, County of Ada, State of Idaho,

the parties of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of EIGHT THOUSAND EIGHT HUNDRED and 00/100----- DOLLARS, lawful money of the United States of America, do by these presents GRANT, BARGAIN, SELL and CONVEY, unto the said parties of the second part, and to their heirs and assigns FOREVER, all that certain real property situate in the County of Klamath, State of ~~Idaho~~ Oregon, and bounded and particularly described as follows, to-wit:

The Southeast Quarter of Section 23 in Township

36 South, Range 11 East, W.M.

SUBJECT TO Easements and rights of way of record or apparent on the land, and to reservations and provisions in U.S. Patent covering the land, including the reservation of all subsurface rights, except water, to the heirs of Susan Hutchinson, their heirs and assigns, under the terms approved by the Secretary of Interior March 25, 1956, pursuant to Section 1 of the Act of June 25, 1910 (36 Stat. 855);

together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS GRANT is intended as a mortgage to secure the payment of two certain promissory notes of even date herewith, executed and delivered by the said First Parties to the said parties of the second part

AND THESE PRESENTS SHALL BE VOID if such payment be made. But in case default shall be made in the payment of said principal sum of money, or any part thereof, or the interest thereon, as provided in said note, or if default be made in the performance of any of the covenants, conditions or agreements, herein contained, or if first parties fail to pay any taxes or assessments before the same become delinquent, or fail to keep the buildings thereon fully insured against fire in such ~~amount as shall be determined by the said~~ company as second parties may approve, then it shall be optional with said



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\$4,800.00  
On Demand  
Merrill, Oregon May 23, 1968

after date, for value received, I promise to pay to the order of Theodore T. Hardy and Beth G. Hardy, husband and wife, as Joint Tenants with right of survivorship, at Merrill, Oregon,  
FOUR THOUSAND EIGHT HUNDRED and 00/100 DOLLARS

in lawful money of the United States of America, with interest from date until paid at the rate of 7 per cent per annum. Interest to be paid annually

and if not so paid, the whole sum of both principal and interest to become immediately due and collectable at the option of the holder hereof.

And in case action is instituted to collect this note, or any portion thereof, I promise to pay, besides the costs and disbursements allowed by law, such additional sum as the court may adjudge reasonable as attorney's fees in said action.

Due \_\_\_\_\_, 19\_\_\_\_  
No. \_\_\_\_\_

Harry E. Mitchell  
Thelma G. Mitchell

This note is secured by a mortgage

\$4,000.00  
On Demand  
Merrill, Oregon, November 13, 1961

after date, for value received, we, and each of us, promise to pay to the order of Theodore T. Hardy and Beth G. Hardy, husband and wife, as Joint Tenants, with right of survivorship, at Merrill, Oregon,  
Four Thousand and no/100 DOLLARS,

in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 5 per cent per annum, from December 1, 1961 until paid. Interest to be paid annually, and if 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. And in case suit or action is instituted to collect this note, or any portion thereof, we, and each of us, promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

/s/ Harry E. Mitchell  
/s/ Thelma G. Mitchell

No. \_\_\_\_\_

FORM No. 216-NOTE. This Note is Secured by a Mortgage.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

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part ies of the second part, their executors, administrators or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable; and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same according to law, and out of the money arising from such sale to retain the principal and interest which shall then be due on said promissory note , together with the costs and charges of foreclosure suit, including attorney's fees and also the amounts of all such payments of taxes, assessments, incumbrances, or insurance as may have been made by said parties of the second part, their heirs, executors, or assigns, with the interest on the same, rendering the overplus of the purchase money (if any there shall be) unto the said part ies of the first part, their heirs, executors, administrators or assigns. This mortgage is given to secure the two promissory notes previously identified. The first note, dated November 13, 1961, is already secured by a mortgage and this mortgage shall continue that security and the continuing validity of that note as well as secure the additional note.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

*Harry E. Mitchell* [Seal]  
Harry E. Mitchell  
*Thelma G. Mitchell* [Seal]  
Thelma G. Mitchell

OREGON  
STATE OF ~~IDAHO~~,

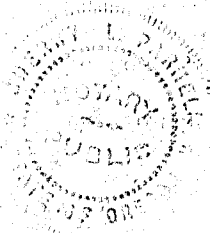
County of Klamath } ss.

On this 30th day of July in the year 19 68, before me,  
the undersigned , a Notary Public in and for

said State, personally appeared Harry E. Mitchell and ~~Thelma G. Mitchell~~,  
~~his wife~~ and Thelma G. Mitchell  
his wife.

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that t he y executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*Sherry L. Powell*  
Notary Public for the State of ~~Idaho~~ Oregon  
Residing at Merrill , ~~Idaho~~ Oregon  
My commission expires May 13, 1972

No. \_\_\_\_\_

**MORTGAGE**

—TO—

Dated \_\_\_\_\_, 19 \_\_\_\_\_

STATE OF ~~IDAHO~~ OREGON

County of Klamath } ss.

I hereby certify that this instrument was filed for record at request of Harry Mitchell

at \_\_\_\_\_ 30 minutes past 10 o'clock A. M., this 31 day of July , A. D. 1968

in my office, and duly recorded in Book M-68 of mortgages at page 6908

Dorothy Rogers  
Ex-Officio Recorder  
By *Dorothy Rogers* Deputy  
Fees, \$ 4.50

*Harry E. Mitchell*  
Mail to Rt. 1, Box 19  
Tulelake, Calif.

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