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

SK

68-1643

2R467 VOL. M68 PAGE 10855

THIS MORTGAGE, Made this 21 *day of* November, 1968,
by HAROLD STANLEY TAYLOR, a single man,
7519 Fountain Avenue, Hollywood, California 90046 *Mortgagor,*
to WINIFRED L. EMMICH, a married woman "her separate property",
1931 El Arbolita Drive, Glendale, California 91208 *Mortgagee,*

WITNESSETH, That said mortgagor, in consideration of Eight Thousand and no/100*********************************** ($8,000.00) *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:*

TOWNSHIP 34 South, Range 7 East, W.M.
Section 2: East 1/2 of Southwest 1/4 and West 1/2 of Southeast 1/4

Excepting that part laying south and westerly of centerline of Larson Creek and also excepting a tract of land situated in East 1/2 of Southwest 1/4 of Section 2, Township 34 South, Range 7 East, more particularly described as follows:

Beginning at a point on the intersection of the centerline of Larson Creek and the west line of the East 1/2 of Southwest 1/4 of said Section 2; thence northerly along the westerly line of the East 1/2 of Southwest 1/4 of said Section 2, 400 feet; thence easterly at right angles to the said westerly line 300 feet; thence southerly parallel with the westerly line of East 1/2 of Southwest 1/4 of said Section 2 to the centerline of said Larson Creek; thence northwesterly along the centerline of said creek to the point of beginning. (140 acres more or less.)

This conveyance is made subject to rights, reservations of record, and those apparent on the land but is not subject to mortgage from Scherer to Federal Land Bank, Klamath Falls, Oregon or the mortgage from Emmich to Scherer which vendee does not assume and vendor will hold vendee harmless therefrom.

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

$ 8,000.00 Hollywood, California , 19

Payable annually *after date, each of the undersigned promises to pay to the order of*
WINIFRED L. EMMICH, a married woman "her separate property",
1931 El Arbolita Drive *at* **Glendale, California 91208**
Eight Thousand and no/100 *DOLLARS,*
with interest thereon at the rate of **seven** *percent per annum from* **November 5, 1968** *until paid. Interest to be paid* **included in pmts.** *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. All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.* **TERMS: Payable $1,000.00 March 30, 1969 and $1,000.00 every March 30th until paid, including interest at 7% per annum.**

Harold Stanley Taylor
HAROLD STANLEY TAYLOR

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, 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; 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. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

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Now, therefore, if said mortgagor shall keep and perform 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; it being agreed that a failure to perform any covenant herein, or if a 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 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 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 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 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, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

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 gramatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, ON DECEMBER 27, 1968, BEFORE ME,

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

Harold Stanley Taylor KNOWN TO ME TO BE THE PERSON WHOSE NAME IS

SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT he EXECUTED SAME.

WITNESS MY HAND AND OFFICIAL SEAL. Mabel McManus (Notary)

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

OFFICIAL SEAL
MABEL McMANUS
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Harold Stanley Taylor
HAROLD STANLEY TAYLOR

MABEL McMANUS
My Commission Expires May 9, 1969

MORTGAGE

(FORM No. 105A)

HAROLD STANLEY TAYLOR

TO

WINIFRED L. EMMICH

STATE OF OREGON, County of KLAMATH } ss.

I certify that the within instrument was received for record on the 16th day of December, 1968, at 3:44 o'clock P.M., and recorded in book M-68 on page 10855, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk Title.

By Marlene K. Kostner Deputy.

Fee $3.00

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

Return to Winifred L. Emmich
1931 El Arbolita Drive
Glendale, Calif.
91208

STATE OF ~~OREGON~~ CALIFORNIA,
County of Los Angeles } ss.

BE IT REMEMBERED, That on this ______ day of ______, 19__, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Harold Stanley Taylor

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.

Notary Public for ~~Oregon~~ California

My Commission expires

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