

SK
68-1747

THIS MORTGAGE, Made this 8th day of January 1969,
 by JOSEPHINE L. PAVLIK, a married woman,
 6945 W. 77th Street, Los Angeles, California 90045. 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 Three Thousand and no/100***** (\$3,000.00) 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:

AN UNDIVIDED 1/16 INTEREST of that property in Township 36 South, Range 10 East of the Willamette Meridian:

Section 11: All that portion of Government Lot 24 lying South of Sprague River.
 All of Government Lots 25 and 32 EXCEPT from the above described lots that portion deeded to Oregon-California & Eastern Railway Company in Deed Volume 80 at page 435 and in Volume 76 at page 52 of Klamath County Deed Records.

Section 12: Government Lots 28 and 29.

Section 14: Government Lots 1, 2, 7, 8, together with that portion of Government Lot 10 EXCEPTING THEREFROM those portions deeded in Deed Volume 219 at page 493, and in Volume 335 at page 316.
 ALSO EXCEPT that part deeded to Klamath County for Sprague River Highway as described in Deed Volume 85 at page 618.

This conveyance is subject to rights and reservations of record but is not subject to mortgage from Newlin to Johnson (affects Sec. 11) or the mortgage from Emmich to Newlin (affects Sec. 11, 12 and 14) which grantee does not assume and grantor will hold granted harmless therefrom.

Together with all and singular the tenements, hereditaments and appurtenances therunto 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:

\$3,000.00 Los Angeles, California January 8, 1969
 Payable Annually starting Sept. 9, 1969, 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.
 Three Thousand and no/100***** DOLLARS, with interest thereon at the rate of six percent per annum from Sept. 10, 1968 until paid. Interest to be paid annually (see below) 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 \$600.00 annually, plus 6% interest beginning Sept. 9, 1969.
 Josephine L. Pavlik *[Signature]*

No.

FORM No. 216—NOTE (Oregon UCC) SSB

STEVENS-NESS LAW PUB. CO., PORTLAND

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 hereafter 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.

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 mortgagor shall have the option to close 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 mortgagor 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 mortgagor for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagor, at any time while the mortgagor neglects to repay any sums so paid by the mortgagor. 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 adjudicate 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 adjudicate 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 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.

Josephine L. Pavlik
JOSEPHINE L. PAVLIK

MORTGAGE

(Form No. 102)

JOSEPHINE L. PAVLIK

VINIFRED L. ENNICH

STATE OF OREGON,

KLAMATH

I certify that the within instrument was received for record on 19th day of January, 1969, at 3:30 o'clock P.M., and recorded in book H-69, page 318, Record of Mortgages of said County.

Witness my hand and seal,

Wm D. Miles

County Clerk

Title:

B. Charles S. Johnson

Deputy:

STEVENS-HESS LAW FIRM, PORTLAND, ORE.

Vinifred L. Ennich

1931 El Arbolita Drive

Glendale, California

91208

STATE OF CALIFORNIA, CALIFORNIA

County of Los Angeles

BE IT REMEMBERED, That on this 8th day of January, 1969, before me, the undersigned a Notary Public in and for said county and state, personally appeared the within named individual, to whom I administered the following oaths:

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

JANET E. ADDISON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Notary Public for _____ California
My Commission expires June 13, 1971