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THIS MORTGAGE, Made this 11th day of May, 1962,
by RICHARD LEE BURG and ANNA L. BURG, h/w.,
119 Loma Avenue, Long Beach, California 90803,
to WINIFRED L. EMMICH, a married woman "her separate property",
1931 E. Arbolita Drive, Glendale, California 91208,
Mortgagor,
Mortgagee,
WITNESSETH, That said mortgagor, in consideration of Two Thousand One Hundred and
no/100 Dollars (\$2,100.00) Dollars, to him paid by said mortgagee, does hereby
grant, bargain, sell and convey unto said mortgagee, his heirs executors, administrators and assigns, that cer-
tain real property situated in Klamath County, State of Oregon, bounded and described as
follows, to-wit:

TOWNSHIP 35 South, Range 12 East, W.M.

Section 8: Parcel #1 That part of East ¼ of East ½ of West ¼ of Southeast ¼ that lies south of the Sycan River and

Parcel #2 - The easterly 495 ft. of Southeast & that lies north of Sycan River.

These conveyances are subject to easements, rights of way of record, those apparent on the Land and Parcel #1 is subject to an easement for joint user roadway along southerly boundary and Parcel #2 is subject to a 30 ft. wide easement for joint user roadway along northerly boundary.

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, and at no time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his

This mortgage is intended to secure the payment of that promissory note, of which the following is a substantial copy:

\$ 2,100.00 Long Beach, California May 1, 1968
Payable monthly after date, each of the undersigned promises to pay to the order of
WINIFRED L. ERICH, A MARRIED WOMAN "her separate property"
1931 E1 Arbolite Drive at Glendale, California 91208
Two Thousand One Hundred and no/100 DOLLARS,
with interest thereon at the rate of six percent per annum from May 15, 1968 until paid. Interest to
be paid monthly, and if not so paid, the whole sum of both principal and interest to become im-
mediately 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 de-
cided. Terms: Payable \$350.00 or zero per month including 6% per annum interest, payments
beginning June 15, 1968.

RICHARD LEE BURG
ANNA L. BURG

EFRA H-324 - NOTE TO OWNER - ICSA - SSPE

THE OREGONIAN, DAILY NEWS AND HERALD, PORTLAND

"Now, therefore, it is agreed by the parties hereto, that 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 if failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any item on said premises or any part thereof, the mortgagor 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 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 sum 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 mortgagees 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 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 loan 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.

Richard L. Burg
RICHARD LEE BURG

Anna L. Burg
ANNA L. BURG

MORTGAGE <small>(Deed Recited)</small>	
RICHARD LEE BURG and ANNA L. BURG	20
WILFRED L. EMMICH	
STATE OF OREGON, County of KLAMATH	
I certify that the within instrument was received for record on the 20 th day of January, 1969, at 3:00 P.M., and recorded in book M-09, page 722, Record of Mortgages and Deeds, and County Clerk.	
Witness my hand and seal this 20 th day of January, 1969. Wm. D. Milne	
County Clerk Fee: \$3.00 Deposited By <i>George L. Vintworth</i> George L. Vintworth 31376 Broad Beach Road Malibu, California 90265	

STATE OF CALIFORNIA, CALIFORNIA

Angeles

SUBSCRIBED and acknowledged before me on the 11th day of May, 1965, that the persons in and for said county and state, personally appeared the within

and did then and there affix their signatures to the within instrument and did then and there execute the within instrument and did then and there declare under oath that they were the persons described in the within instrument.

I, George L. Vintworth, Notary Public for the County of Malibu, State of California, do hereby certify that I am a Notary Public for the County of Malibu, State of California, and that I am duly qualified and licensed to practice my profession in the County of Malibu, State of California, and that I am now in good standing.

My Commission Expires Sept. 9, 1968.