

30415

Vol 1267 p 2166
Vol 1267 p 1251

THIS MORTGAGE, Made this 13th day of February, 1969, by
A. A. FARMS, a partnership consisting of Adolph Cacka, Jr. and
Arnold Cacka, Mortgagor,
to ADOLPH CACKA, SR. and AMELIA CACKA, husband and wife, Mortgagees,

Transfer of land for an annuity contract
WITNESSETH, that said mortgagor, in consideration of the sum of \$7,358.18 per annum from 1969 to 1988, for life at \$7,358.18 per annum from 1988 to 1998, the said mortgagor does hereby grant, bargain, sell and convey unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns and the heirs of the survivor of them, these certain premises situate in the County of Klamath and State of Oregon, and described as follows, to-wit:

Real Property described on Exhibit "A" attached hereto
and made a part hereof as if fully set forth hereat.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed or installed in or upon said described premises,

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of an annuity contract of even date of \$7,358.18 a year to mortgagees until their death.

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagor" shall include mortgagors; the word "mortgagees" shall be taken to mean and include the plural, the masculine, the feminine and its gender, and all grammatical changes shall be made assumed and implied to make the provisions herein apply equally to corporations and to more than one individual; furthermore, the word "mortgagees" shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein given to the mortgagees shall vest forthwith in the survivor of them.

And said mortgagor covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said premises and has a valid, enforceable title thereto, except mortgage to Federal Land Bank, easements and right of way of record and apparent thereon.

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 the note(s) above described, when due and payable and before the same may become delinquent, that he will promptly pay and satisfy 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 premises insured in favor of the mortgagees against loss or damage by fire in the sum of \$20,000.00 in such company or companies as the mortgagees may designate and will have all policies of insurance on said property made payable to the mortgagees as their interest may appear and will deliver all policies of insurance on said premises to the mortgagees as soon as issued; 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.

[illegible]

Executed in the presence of

Arnold Packa (SEAL)

This mortgage is being re-recorded to correct a typographical error.

Alfred Packer, Jr.

Arnold Cacka
Arnold Cacka

MORTGAGE

STATE OF _____ }
County of _____ }
I certify that the within instru-
ment was received for record on the _____
day of _____, 19____, at _____ o'clock _____ M.,
and recorded in book _____ on
page _____, Record of Mortgages
of said County

Witness my hand and seal of
County affixed.

By	County Clerk—Recorder	Deputy
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J. ANTHONY GIACOMINI
ATTORNEY AT LAW
125 NORTH BOSTON STREET
CHICAGO, ILL. 60602

STATE OF OREGON
County of KLAMATH

County of CLAY State of MISSISSIPPI 69
BE IT REMEMBERED, That on this 13th day of February, 1969
before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within
named ADOLPH GACKA, JR., ARNOLD GACKA, ROBERT GACKA and EUGENE GACKA

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

IN TESTIMONY WHEREOF, I have herunto set my hand and affixed my official seal the day and year last above written.

Alameda & Garconiere

Notary Public for Oregon
My commission expires Aug. 5, 1970

1253

2168

PARCEL I: The SE $\frac{1}{4}$ SW $\frac{1}{4}$ and all that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, Township 41 South, Range 11 East of Willamette Meridian, lying South of the right of way of the U.S. Government Canal "D", containing 47 acres more or less.

PARCEL II: The SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 2, Township 41 S., Range 11 E., W.M., and that portion of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 2, Township 41 S., R. 11 E., W.M., lying South of the present Government Canal; and that portion of the following described triangular parcel of land lying South of the present Government Canal in the E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 3, Township 41 S., R. 11 E., W.M., described as follows: Beginning at the Northeast corner of the SE $\frac{1}{4}$ of Sec. 3, thence south on the Section line between Sections 2 and 3, to the Southeast corner of Sec. 3, thence West on the South line of Sec. 3, 125 feet, thence Northeasterly to the place of beginning.

PARCEL III: The South Half of the Southwest Quarter (SW $\frac{1}{2}$ SW $\frac{1}{4}$) of Section One (1), Township Forty-one (41) South, Range Eleven (11) East, Willamette Meridian, containing 80 acres, more or less, together with all water rights, claims and benefits whatsoever belonging or pertaining thereto.

STATE OF OREGON,
County of Klamath

Filed for record at request of

J. Anthony Gleason

on the 25 day of Nov A.D. 1961

at 3:55 o'clock P. M. this day

recorded in Vol. 796 of Deeds

Page 2168

Wm. D. MILNE, County Clerk

Charles K. Hartman Deputy

Fee 4.50

STATE OF OREGON,
County of Klamath

Filed for record at request of

J. Anthony Gleason

on this 14 day of Feb A.D. 1969

at 3:51 o'clock P. M. this day

recorded in Vol. 796 of Deeds

Page 1251

Wm. D. MILNE, County Clerk

By Charles K. Hartman Deputy

Fee 4.50

INDEXED

E. J.

EXHIBIT 141

30