

SK

69-836 (B) *26th* day of *May*, 19*69*.
 THIS MORTGAGE, Made this *26th* day of *May*, 19*69*,
 by JOHN M. SCHOONOVER, ~~married man~~ *her separate property*,
 and Anna F. Schoonover, husband and wife, Mortgagee,
 12011 Bradfield Avenue, Lynwood, California
 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 Thirty Two Thousand Four Hundred
 and no/100— (\$32,400.00) 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:

As per Exhibit "A" attached hereto and made a part hereof. (310 acres more or less)

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.

\$ 32,400.00 Payable annually Lynwood, California *May 26*, 19*69*
 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
 Thirty-Two Thousand Four Hundred and no/100— DOLLARS,
 with interest thereon at the rate of 6-3/4% percent per annum from *May 26*, 19*69* until paid. Interest to
 be paid included in pmts. 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: \$3,240. or more per year incl. int. at 6-3/4% per annum, beginning Jan. 1st,
 1970 and every Jan. 1st; all payable 10 years from date.

JOHN M. SCHOONOVER:
 AREA F. SCHOONOVER:

No.

FORM No. 216—NOTE (Oregon UCC) 55BE

REVISED BY THE BAR ASSOCIATION OF 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 a) 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 pay-
 able 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 mort-
 gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
 gagee 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 satis-
 factory 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, it 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 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.

John M. Schoonover
Arba F. Schoonover

MORTGAGE

(FORM No. 105A)

JOHN M. SCHOONOVER

TO

WINIFRED L. ENMICH

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 1 day of July 19 69, at 2:38 o'clock P. M., and recorded in book M 69 on page 229, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Ch. D. Milne

County Clerk

By Phyllis Keady
FEE \$1.50 Deputy

STEVEN-HESS LAW FIRM, CO., PORTLAND, ORE.

TRANSAMERICA TITLE INSURANCE CO.

600 MAIN STREET

KLAMATH FALLS, OREGON 97601

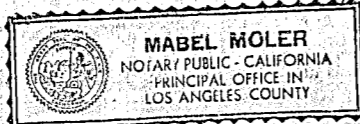
STATE OF OREGON, CALIFORNIA

County of Los Angeles

BE IT REMEMBERED, That on this 26 day of May 19 69 before me, the undersigned, a notary public in and for said county and state, personally appeared the within named John M. Schoonover and Arba F. Schoonover

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they 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.



My Commission Expires September 2, 1970

Mabel Moler

Notary Public for Oregon, California

My Commission expires 4/4

The following described real property in Klamath County, Oregon:

IN TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN:

5725

SECTION 13: $S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ and $SW\frac{1}{4}NW\frac{1}{4}$ and $W\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$

SECTION 14: $N\frac{1}{4}N\frac{1}{2}SE\frac{1}{4}$ and $N\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}$ and $SE\frac{1}{4}NW\frac{1}{4}$ and $S\frac{1}{2}NE\frac{1}{4}$ and $S\frac{1}{2}S\frac{1}{2}N\frac{1}{2}NE\frac{1}{4}$ and $S\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ and $NW\frac{1}{4}NW\frac{1}{4}$, EXCEPTING the $NE\frac{1}{4}NW\frac{1}{4}NW\frac{1}{4}$ and EXCEPT $NW\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}$

SECTION 11: $S\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$ EXCEPT the $SE\frac{1}{4}SW\frac{1}{4}SW\frac{1}{4}$ and $SW\frac{1}{4}SE\frac{1}{4}SW\frac{1}{4}$

EXCEPTING FROM THE $S\frac{1}{2}SW\frac{1}{4}$ of Section 11, the following described tract:

Beginning at an iron pin on the Northwest corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of said Section 11; thence

North $89^{\circ} 31\frac{1}{2}'$ East along the North line of the $S\frac{1}{2}SW\frac{1}{4}$ of said Section 11, a distance of 1960.00 feet to an iron pin; thence

South $1^{\circ} 04\frac{1}{2}'$ East parallel with the West line of said Section 11 a distance of 800.00 feet to an iron pin; thence

South $89^{\circ} 31\frac{1}{2}'$ West parallel with the North line of the $S\frac{1}{2}SW\frac{1}{4}$ of said Section 11 a distance of 1960.00 feet to an iron pin on the West line of said Section 11; thence

North $1^{\circ} 04\frac{1}{2}'$ West along the West line of said Section 11 a distance of 800.00 feet, more or less, to the point of beginning.

FURTHER EXCEPTING from the above described Parcels the following:

1. A Strip of land 60 feet in width, measured at right angles to and along the West line of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the West line of said Section 11, said point being Southerly 800.00 feet from the Northwest corner of the $SW\frac{1}{4}SW\frac{1}{4}$ of said Section 11; thence

Southerly to the South line of said Section 11, ALSO

2. A portion of the $NW\frac{1}{4}NW\frac{1}{4}$ of Section 14, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at the Northwest corner of said Section 14; thence

along the West line of the $NW\frac{1}{4}NW\frac{1}{4}$ of said Section 14, to the Southwest corner thereof; thence

Easterly along the South line of the $NW\frac{1}{4}NW\frac{1}{4}$ of said Section 14, 660.00 feet; thence

Northwesterly to a point on the North line of said Section 14, said point being 60 feet Easterly of the point of beginning; thence

Westerly to the point of beginning.