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THIS INDENTURE, Made this 2nd day of September in the year

One Thousand Nine Hundred and Sixty-Nine, between Winifred L. Emrich,  
a married woman, as her separate property and  
Clifford L. Emrich, as guarantor, husband and wife,

as mortgagor, and Mike Deely and Jo Deely, husband and wife,

as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of  
NINETY-FIVE THOUSAND and no/100ths (\$ 95,000 ) Dollars to be

paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee

their

and assigns those certain premises situated in

the County of Klamath

and State of Oregon

, and described as follows, to-wit:

Township 36 South, Range 12 East of Willamette Meridian

Section 22: W3/4, W3/4

Section 27: W1/2

Section 28: NE1/4, NW1/4

Section 34: W1/2, W3/4

Township 37 South, Range 12 East of Willamette Meridian

Section 2: SW1/4, W3/4, NW1/4

Section 3: All

Section 10: NE1/4, NW1/4, SE1/4, W3/4, NW1/4, E1/2, NW1/4,  
E1/2, NW1/4, E1/2, NW1/4

SAVING, EXCEPTING AND RESERVING to the grantors herein, their heirs, and assigns, that certain well known as the Dice Crane Well located N 40° 14' W 3315.3' from the SW corner of Sec. 2, Twp 37 S. R. 12 EWM, together with the right to take the water therefrom pursuant to law and further SAVING AND EXCEPTING unto said grantors, their heirs and assigns, the right to use an area surrounding such well in a radius of 20 feet of the center of said well for the purpose of maintenance and operation thereof. Further EXCEPTING AND RESERVING unto the grantors, their heirs and assigns, the right to transport water through pipes and the channel of a certain creek heretofore unknown, but presently named Brown Creek by the US Forest Service, which runs in a northerly direction from said irrigation well, water right heretofore referred to being Permit No. G-3969, also EXCEPTING AND RESERVING to Grantors their heirs and assigns a right of way for access over the existing roadway 16 feet in width from a junction with the Yellow Jacket and Mineral Springs road located in the NE1/4 of Sec. 3, Twp. 37 S. R. 12 EWM and running in a southerly and easterly direction to said well located N 40° 14' W, 3315.3' from the SW corner of Sec. 2, Twp 37 S. R. 12 EWM, together with the right to maintain, operate, and repair the existing power line running generally easterly from said Yellow Jacket and Mineral Springs road to said well for the purpose of supplying electric energy thereto. Also SAVING AND EXCEPTING AND RESERVING to the grantors, their heirs and assigns the right to use jointly with others that certain roadway for the purpose of ingress to and egress from the grantors' adjacent land located in Sec. 32, Twp 36 S. R. 12 EWM by existing roads from Klamath Falls-Lakeview Highway, through Sec. 29, said township and range and Sections 22, 27, 28 and 33, said township and range.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee  
their heirs and assigns forever.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the  
mortgagor to the mortgagee of the sum of NINETY-FIVE THOUSAND and no/100ths  
Dollars in lawful money of the United States of America of the present standard value, due  
as shown on note with interest from May 19/1969 until paid at the rate of 6 per cent per  
annum, payable as shown on note all according to the terms of a certain promissory note  
of even date herewith given by the mortgagor to the mortgagee, bearing interest payable at the  
rates and terms aforesaid, as follows:

\$95,000 Lakeview, Oregon, September 2, 1969  
Each of the undersigned persons promises to pay to the order of MIKE  
DEELY and JO DEELY, at Lakeview, Oregon NINETY FIVE THOUSAND and no/100ths  
Dollars with interest thereon at the rate of 6 percent per annum from  
May 19, 1969 until paid, payable in annual installments, at the dates  
and in amounts as follows: on May 19, 1970 the sum of \$8,223.05 and a  
like sum on each May 19 thereafter until May 19, 1975 at which time  
the whole balance of principal and accrued interest shall become due  
and payable; interest shall be paid annually and is included in  
the payments above required, which shall continue until this note,  
principal and interest, is fully paid; if any of said installments  
is 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.  
If this note is placed in the hands of an attorney for collection, each of  
the undersigned promises and agrees to pay the reasonable collection  
costs of the holder hereof; and if suit or action is filed hereon, also  
promises to pay (1) holder's reasonable attorney's fees to be fixed  
by the trial court and (2) if any appeal is taken from any decision  
of the trial court, such further sum as may be fixed by the appellate  
court, as the holder's reasonable attorney's fees in the appellate court.

Winifred L. Emmich

Clifford J. Emmich

This indenture is further conditioned upon the faithful observance by the mortgagor of the  
following covenants hereby expressly entered into by the mortgagor, to-wit:

That they are lawfully seized of said premises, and now have a valid and unencumbered fee  
simple title thereto, and that they will forever warrant and defend the same against the claims  
and demands of all persons whomsoever;

That they ~~will~~ will forthwith pay any liens or encumbrances now existing upon said premises  
superior to this mortgage;

That they will pay the said promissory note and all installments of interest thereon  
promptly as the same become due, according to the tenor of said note ;

That so long as this mortgage shall remain in force They will pay all taxes, assessments  
and other charges of every nature which may be levied or assessed upon or against the said premises  
when due and payable, according to law, and before the same become delinquent, and will also pay  
all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will  
promptly pay and satisfy any mechanic's liens or other liens or encumbrances that might by operation  
of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage,  
and will deliver all receipts therefor to the mortgagee ;

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That they will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;

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That they will insure and keep insured the buildings now or hereafter on the said premises against damage or loss by fire for at least their full insurable value Dollars, in such company or companies as the mortgagee shall require, for the benefit of the mortgagee as their interest may appear, and that such insurance, together with all other insurance on said premises, and the policies evidencing the same shall be delivered and made payable to and retained by the mortgagee, and at any time said mortgagee may, at the expense of the mortgagor, cancel and surrender any or all of said policies and substitute therefor policies for like amount in such company or companies as it may select, and in case of foreclosure, the mortgagor will keep said insurance in force, for the benefit of the purchaser at foreclosure sale, until the period of redemption expires.

NOW, THEREFORE, if the said mortgagor shall pay said promissory note, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount unpaid on said note or secured by this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. If the said mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

That in case suit or action is commenced for foreclosure of this mortgage, the mortgagor shall pay a reasonable sum to be determined by the Court, for an abstract of title of the mortgaged premises, or a continuation of any such abstract as may have been heretofore furnished by the mortgagor;

And in the event of such suit or action being instituted, the mortgagor their heirs and assigns shall also pay such sum as the Court shall consider reasonable as attorneys' fees for the benefit of the plaintiff, in addition to the costs and disbursements provided by statute.

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

Executed in the presence of

Clifford J. Thompson (SEAL)  
Wm. J. Thompson (SEAL)  
(SEAL)  
(SEAL)

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STATE OF

County of Klamath } ss.

THIS IS TO CERTIFY that on this 8th day of October A.D. 19 69

before me, the undersigned, a Notary Public in and for said County and State, personally appeared

the above named Winifred L. Emmich, a married woman, as her separate property  
 Clifford L. Emmich, as guarantor, husband and wife,  
 who are known to me to be the identical persons described in and who executed the foregoing in-  
 strument, and acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year  
 last above written.

*Walter D. Goehner*  
 Notary Public for

My commission expires 11/25/72

## MORTGAGE

To

STATE OF OREGON } ss.  
 County of KLAMATH

I certify that the within instru-  
 ment was received for record on the  
 17th day of NOVEMBER

A. D. 19 69 at 11:14 o'clock  
 A. M., and recorded in book N-69  
 on page 9615

Record of  
 Mortgages of said County.

Witness my hand and seal of  
 County affixed.

WM. D. MILNE

County Clerk.

Recorder of Conveyances.

By *Walter D. Goehner*

Deputy.

FEE \$ 6.00

STEVENS-NESS LAW PUB. CO., PORTLAND

Coan & Lynch, Attorneys  
 Post Office Box 351  
 Lakeview, Oregon

Att: Theodore R. Coan  
*Dr. Dancamara*  
 600 Main