

THIS MORTGAGE, Made this 1st day of September, 1970
by SHASTA VIEW PROPERTIES, a partnership,
to WARREN L. BOSTICK and J. BENTON BOSTICK, JR., hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of ONE HUNDRED TWENTY THOUSAND AND NO/100 - - - (\$120,000.00) - - - 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:

Blocks 1, 2, 3, 4 and 5 of ADMIRAL COURT, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

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.

This mortgage is intended to secure a promissory note, described as follows:

(See attached copy)

DO NOT DESTROY THIS NOTE: When paid, this note, if secured by Deed of Trust, must be surrendered to Trustee for cancellation, before reconveyance will be made.

No. 120,000.00 Sacramento, California, September 1, 1970.
ON OR BEFORE TEN (10) YEARS after date, for value received,
the undersigned WARREN L. BOSTICK and J. BENTON BOSTICK, JR. promise to pay to
at Sacramento, California or order,
the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 - - - Dollars,
in lawful money of the United States with interest thereon from September 1, 1970 at the rate of
8 per cent per annum said interest payable monthly
in like lawful money. And in case said interest, or any part thereof, is not paid within 10 days after
the same becomes due, then the whole of said principal sum shall forthwith become due and payable at the elec-
tion of the holder of this note, without notice. If action is commenced to enforce payment of this note we
agree to pay such sum as the court may fix as attorneys' fees.

This note is secured by a Mortgage bearing even date herewith.

SHASTA VIEW PROPERTIES, a partnership

By: [Signature]

By: [Signature]

FORM 61C

WESTERN TITLE INSURANCE COMPANY

MORTGAGE

STATE OF OREGON,

County of Klamath ss.

I certify that the within instru-
ment was received for record on the
20th day of September, 1970,
at 4:51 o'clock P.M., and recorded
in book M.70 on page 8656.
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

WM. D. MILNE

County Clerk—Recorder.

By: [Signature] Deputy.

FEE \$3.00

(DON'T USE THIS
SPACE RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

Docket No.

AFTER RECORDING RETURN TO
Western Title Ins. Co.
919 8th Street
Sacramento, California
95814

Recorded
Western
Sac

Return to
Western

919

Sac

Ord

SEP 28 4 51 PM 1970

To Have and to Hold
And said grantor
grantor is lawfully seized

grantor will warrant and forever de-
ful claims and demands of all persons
The true and actual consider-
However, the actual consideration
part of the consideration (indicate which
In construing this deed and when
WITNESS grantor's hand this

STATE OF California
Personally appeared the above named
County of Sacramento
and acknowledged the foregoing instru-
ment to be his act and deed.

OFFICIAL SEAL
DANIEL S. BUHLER
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires April 6, 1974

8656-A

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 be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$ interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improve the same 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 provisions 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 any taxes or charges of any lien, encumbrances 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, at any time while the mortgagor neglects to repay any sums so paid by the mortgagee, the mortgagee may be foreclosed for principal, interest and all sums paid by the mortgagee 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 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, or all such 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 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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.

SHASTA VIEW PROPERTIES
By *[Signature]* Partner (SEAL)

By *[Signature]* Partner (SEAL)

STATE OF California } ss.
County of Sacramento }

On this 1st day of September, 1970

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Warren L. Bostick and J. Benton Bostick Jr.

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.



OFFICIAL SEAL
DANIEL S. BUHLER
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires April 6, 1974

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day above written.
[Signature]
Notary Public for California
My Commission expires

MORTGAGE

STATE OF OREGON, } ss.
County of Klamath }

I certify that the within instrument was received for record on the 20th day of September, 1970, at 4:51 o'clock P.M., and recorded in book M. 70 on page 8656. Record of Mortgages of said County. Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk-Recorder.
By *[Signature]* Deputy.
FEE \$3.00

DOCKET NO.

TO

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

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Western
Sac

Return to
Western

919

Sac

Ord

SEP 20 4 51 PM 1970

To Have and to Hold
And said grantor has
grantor is lawfully seized

grantor will warrant and forever defend the same against all persons claiming and demands of all persons. The true and actual consideration of the above instrument is the sum of \$8656.00. However, the actual consideration of the above instrument is the sum of \$8656.00. In construing this deed and when the witness grantor's hand this

STATE OF California
Personally appeared the above named J. Benton Bostick Jr. and acknowledged the foregoing instrument to me, the undersigned, a Notary Public in and for said County and State, on this 20th day of September, 1970.
DANIEL S. BUHLER
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires April 6, 1974