VOE. M 10 PAGE 9446 THIS MORTGAGE, Made this HELEN D. LONDON, a widow, 8403 Blackburn Avenue, Los Angeles, California WINIFRED L. EMMICH, a married woman "her separate property", Mortgagor, 1931 El Arbolita Drive, Glendale, California 91208 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: TOWNSHIP 34 South, Range 8 East, W.M. Section 21: That part of Northeast 1/4 of Northwest 1/4 of Southwest 1/4 that lays 1970 east of Sprague River and North 1/2 of Northeast 1/4 of Southwest 1/4. V (26 acres more or less.) This conveyance is made subject to: (See Exhibit "A" attached hereto and made a 45 part hereof) \_ 12.130 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 the payment of ....that .... promissory note ....., of which the following is a substantial copy: assi all d Los Angeles, California Mad. 8 2 \$ 7,400,00 Payable annually 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 91208 1/4 W111 with interest thereon at the rate of .......percent per annum from .... until paid. Interest to be paid included in pmts. ..... and if 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. All or any portion of the principal hereof adjoin may be paid at any time. If this note is placed in the hands of an attorney for collection, each of the undersigned Southw 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 deadjoint cided. TERMS: Payable \$1,500.00 annually starting Jan. 5th 1969 and each Jan. 5th until 1/4 of paid including 6% per annum interest. HELEN D. LONDON: Alle adjoini Section FORM No. 216-NOTE (Oregon UCC). adjoinin And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in lee simple of said premises and has a valid, unencumbered title thereto Southwes East. W. 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 mortfage 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 mortfage; 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 lite and such other hazards as the mortfagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortfage, in a company or companies acceptable to the mortfagee, with loss payable lirst to the mortfagee and then to the mortfager as their respective interests may appear; all policies of insurance shall be delivered to the mortfagee as soon as insured. Now if the mortfagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortfagee and repair and will not commit or suffer any waste of said premises. At the request of the mortfage, the mortfager shall into the mortfage in accounting one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortfagee, 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 mortfagee. Ven assume sa Now, therefore, il said mortfagor 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 mortfage 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 it a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortfage establishment in a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortfage establishment in a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortfage may be foreclosed at any time thereafter. And if the mortfage shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortfage 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 mortfage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortfagee at any time while the mortfagor neglects to repay any sums so paid by the mortfagee in the event of any suit or action being instituted to foreclose this mortfage, the mortfager agrees to pay all reasonable costs incurred by the mortfage reasonable as plaintiff's attorney's lees in such suit or action, and it an appeal is taken from any judgment or decree entered therein mortfager turther 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 mortfage 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 mortfagee and included in the decree of foreclosure,

In case suit or action is commenced to foreclose this mortfage, the Court, may upon motion

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

OFFICIAL SEAL

JAMES R. MAGUIRE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Willen W Fandan

JAMES R. MAGUIRE

My Commission Expires May 8, 1970

3AGE	NDON	EMMICH	γ, ss.	the within instru- or record on the	in book	my hand and seal of	Title.	Deputy.	Limpes L. Erry 1931 El Cabolet Bladolo Calopet	11.208
MORTGAGE	HELEN D. LONDON	ro WINIFRED L. EMMICH	STATE OF OREGON,	County of.  I certify that the within instrument was received for record on the day of	19 , at o'clock M, and recorded in book o'clock M, page. Record of Mortgabes	d County Witness ty affixed		By	STURKINESS LAW POB. CO., FORTLAND, ORE.  Winnfrel J. Erry  1931 C. Corbell  Dundelle Califor	

STATE OF CHECKEN, CALIFORNIA

County of Los Angeles

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

Notary Public for @XXXXX. California My Commission expires W

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STATE OF CALIFORNIA City and County of Los Angeles 9417 On this Meday of November hundred and SATT EVENT, before, JANES R. MAGUIRE, a Notary Public in and for the City and County of Los Angeles, personally appeared in the year one thousand nine gras document known to me to be the person subscribed to the within duly acknowledged to me that executed the same. IN WITNESS WHEREOF, I have hereunto set OFFICIAL SEAL my hand and affixed my Official Seal, at JAMES R. MAGUIRE my office in the City and County of Los TAR: ORNI PRINCE: C: IN LOS ANGELES COUNTY Angeles, State of California, the day and year in this certificate first above written. JAMES R. MAGUIRE My Commission Expires May 8, 1970 Notary Public in and for the City and County of Los Angeles, State of California No 3329 45914 EXHIBIT "A" Easements, rights of way of record, and those apparent on the land and: Grantor reserves for grantee and for adjoining property owners and their assigns and successors, a 60 foot wide easement for joint user roadway and all other roadway purposes over and across the property herein conveyed and; Also over and across a 60 foot wide strip of land laying West of, The STATE adjoining, and parallel to the Easterly boundary of that part of Northwest 1/4 of Northwest 1/4 of Section 28, Township 34 South, Range 8 East of the executed by ... Ma 丟 Willamette Meridian that lays North of Sprague River Highway and; recorded on the .. Also over and across a 60 foot wide strip of land laying North of, <sup>℃</sup> Oregon, Mortgage adjoining, and parallel to the Southerly boundary of Southeast 1/4 of Southwest 1/4 of Section 21, Township 34 South, Range 8 East, W.M. and; together with the d Also over and across a 60 foot wide strip of land laying West of, adjoining, and parallel to the Easterly boundary of West 1/2 of Southwest 1/4 of Section 21, Township 34 South, Range 8 East, W.M. and; WITNESS the Also over and across a 60 foot wide strip of land laying East of. adjoining, and parallel to the Westerly boundary of Southeast 1/4 of Section 21, Township 34 South, Range 8 East, W.M., and; Also over and across a 60 foot wide strip of land laying North of, adjoining, and parallel to the Southerly boundary of Southwest 1/4 of Southwest 1/4 of Northeast 1/4 of Section 21, Township 34 South, Range 8 Vendee is not subject to mortgage of Carlson. Vendee does not assume said mortgage and vendor shall hold vendee harmless therefrom. STATE OF OREGON, ] County of Klamath | ss. STATE OF OREGON Filed for record at request of:
Transamerica Title ompany County of Marion on this 21st day of Ctober A. D., 1970 Before me, a Not recorded in Vol. M70 of Mortgages Page 9416 Affairs for the STATE WM. D. MILNE. County Clerk and deed. WITNESS my ho