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THIS MORTGAGE, Made this 8<sup>th</sup> day of November, 1968,  
 by HELEN D. LONDON, a widow,  
8403 Blackburn Avenue, Los Angeles, California  
 to WINIFRED L. EMMICH, a married woman "her separate property", Mortgagee,  
1931 El Arbolita Drive, Glendale, California 91208 Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Seven Thousand Four Hundred and  
no/100\*\*\*\*\* (\$7,400.00) 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

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  
 east of Sprague River and North 1/2 of Northeast 1/4 of Southwest 1/4.  
 (26 acres more or less.)

This conveyance is made subject to: (See Exhibit "A" attached hereto and made a  
 part hereof)

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:

\$ 7,400.00 Los Angeles, California, Nov. 8<sup>th</sup>, 1968  
 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  
Seven Thousand Four Hundred and no/100\*\*\*\*\* DOLLARS,  
 with interest thereon at the rate of six 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 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: Payable \$1,500.00 annually starting Jan. 5th 1969 and each Jan. 5th until  
 paid including 6% per annum interest.

HELEN D. LONDON: Helen D London

No.

FORM No. 216—NOTE (Oregon UCC). SSBE

STEVENS-NESS LAW PUB. CO., 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 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 pay-  
 able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that  
 now are or which hereafter may be erected on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings  
 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 title officers or searching agencies as may be deemed desirable by the mortgagee.

FORM No.  
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STATE OF CALIFORNIA  
City and County of Los Angeles

9417

On this 21st day of NOVEMBER in the year one thousand nine hundred and SEVENTY EIGHT, before, JAMES R. MAGUIRE, a Notary Public in and for the City and County of Los Angeles, personally appeared

*Mortgage Document*

HERN D. LAMON  
known to me to be the person whose name is subscribed to the within and she duly acknowledged to me that she executed the same.



JAMES R. MAGUIRE  
My Commission Expires May 8, 1970

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of Los Angeles, State of California, the day and year in this certificate first above written.

*[Signature]*  
Notary Public in and for the City and County of Los Angeles, State of California

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, 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 Willamette Meridian that lays North of Sprague River Highway and;

Also over and across a 60 foot wide strip of land laying North of, 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;

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;

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 East, W.M.

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.

Filed for record at request of  
Transamerica Title Company  
on this 21st day of October A. D., 1970  
11:45 o'clock A M. and duly  
recorded in Vol. M70 of Mortgages  
Page 9/16

WM. D. MILNE, County Clerk

By *[Signature]* Deputy.  
Fee \$4.50

FORM No. 1967/SC  
20-1379  
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The STATE of  
executed by ....Mar  
recorded on the ...2  
Oregon, Mortgage R  
together with the de  
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of .....Oct

STATE OF OREGON,  
County of Marion  
Before me, a Notary  
Affairs for the STATE of  
and deed.

WITNESS my hand