

46546

FORM No. 105A—MORTGAGE—One Page Long Form

VOL. 11 PAGE 10086

THIS MORTGAGE, Made this 1st day of November, 1970,
by JOE L. KELLER and ROSIE A. KELLER, husband and wife,
to MARTHA KELLER, a widow,

WITNESSETH, That said mortgagor, in consideration of Five Thousand Five Hundred
Seventh and No/100ths-----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:

The real property described in Exhibit "A" attached
hereto and thereby made a part hereof as if fully
set forth hereat.

SUBJECT TO: 1970-71 taxes; acreage and use limitations
under provisions of United States Statutes and regulations
issued thereunder; liens, assessments, regulations, contracts,
easements and water and irrigation rights of Klamath Project
and Enterprise Irrigation District; regulations, liens,
assessments, and laws relating to South Suburban Sanitary
District; and easements and rights of way of record and
apparent thereon.

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:

\$5,570.00 Klamath Falls, Oregon November 1, 1970
Each of the undersigned promises to pay to the order of MARTHA KELLER, a widow
at Klamath Falls, Oregon
Five Thousand Five Hundred Seventy and No/100ths-----DOLLARS,
with interest thereon at the rate of five percent per annum from November 1, 1970 until paid, payable
in annual installments of not less than \$1,856.33 in any one payment; interest shall be paid
annually and *in addition to the minimum payments above required; the first payment to be made
on the 1st day of November, 1971, and a like payment on the 1st day of November
thereafter, until the whole sum, principal and interest has been paid; if any of said installments is
not 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 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 decided.
Due November 1, 1973 /s/ Joe L. Keller
At Klamath Falls, Oregon /s/ Rosie A. Keller
* Strike words not applicable. No.

FORM No. 217—INSTALLMENT NOTE (Oregon UCC) SSBE

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 except as above set forth.

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
are or may become liens on the premises or any part thereof superior to the lien of this mortgage; ~~that he will~~
~~that he will~~ 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~~ 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.

A tra
R9EWM, K1

Begin
of U.S.B.P.
620.16 feet
thence N5
of a curve
00°23'40"
N56°42'31"
N45°49'40"
N33°42'48"
N23°04'40"
northeast
feet and
W 172.49
to Sunset
W 85.00 f
S46°42'40"
282.47 fe
(radius =
S58°11'49"
of the U
the arc
= 04°18'
6.57 acre
plats.

10087

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) ~~for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.~~
(b) ~~for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.~~

Now, therefore, if 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.

If Mortgagor is not in default and has fully performed the covenants contained herein, including, but not limited to, the payment of sums due under the above described note, and if the above described property is subdivided, Mortgagee agrees to release from this mortgage any portion thereof upon being paid a price equal to \$333.00 per lot.

All insertions and deletions on this form were made prior to execution hereof.

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

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

Joe L. Keller
Rosie A. Keller

MORTGAGE
(FORM No. 105A)

TO

STATE OF OREGON,
County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title

By

Deputy.

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

Martha Keller
6640 Keller Rd
etc

STATE OF OREGON,
County of Klamath ss.

BE IT REMEMBERED, That on this 10th day of November, 1970, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Joe L. Keller and Rosie A. Keller

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.

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

Alfred E. Giesemer
Notary Public for Oregon.
My Commission expires Aug. 5, 1974

(SEAL)

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A tra
R9EWM, K16

Begin
of U.S.B.R.
620.16 feet
thence N5
of a curve
00°23'40"
N56°42'31"
N45°49'40"
N33°42'48"
N23°04'40"
northeast
feet and
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to Sunset
W 85.00
S46°42'40"
282.47 feet
(radius =
S58°01'49"
of the U.
the arc of
= 04°18'
6.57 acres
plats.

87-1378

10088

EXHIBIT "A"

A tract of land situated in the SW $\frac{1}{4}$ of Section 12, T39S,
R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the northeasterly right-of-way line of U.S.B.R. "A" Canal, said point being South 1421.62 feet and East 620.16 feet from the west one-fourth corner of said Section 12; thence N53° 53' 37" E 210.00 feet; thence northwesterly on the arc of a curve to the right (Radius = 3534.72 feet and central angle = 00° 23' 40") 24.33 feet; thence N58° 56' 55" E 270.78 feet; thence N56° 42' 31" E 70.56 feet; thence N51° 36' 06" E 91.03 feet; thence N45° 49' 40" E 91.03 feet; thence N40° 04' 17" E 91.03 feet; thence N33° 42' 48" E 109.40 feet; thence N28° 21' 15" E 60.00 feet; thence N23° 04' 40" E 106.54 feet; thence N70° 17' 42" W 110.00 feet; thence northeasterly on the arc of a curve to the left (radius = 795.00 feet and central angle = 01° 54' 46") 26.54 feet; thence N72° 12' 28" W 172.49 feet to the easterly line of "Tract 1000, Second Addition to Sunset Village"; thence following said easterly line: S20° 01' 40" W 85.00 feet; S28° 21' 15" W 60.00 feet; S36° 40' 53" W 121.50 feet; S46° 42' 40" W 96.99 feet; S55° 03' 18" W 84.88 feet; S58° 56' 55" W 282.47 feet; southeasterly along the arc of a curve to the left (radius = 3534.72 feet and central angle = 00° 38' 06") 39.18 feet; S58° 11' 49" W 210.00 feet to the northeasterly right-of-way line of the U.S.B.R. "A" Canal; thence southeasterly along said line on the arc of a curve to the left (radius = 3744.72 feet and central angle = 04° 18' 12") 281.25 feet to the point of beginning, containing 6.57 acres, more or less, with bearings based on "Sunset Village" plats.

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
Transamerica Title Company

on this 12th day of November A. D., 1970
at 11:32 o'clock A. M. and duly
recorded in Vol. M70 of Mortgages
Page 10086

WM. D. MILNE, County Clerk

Fee \$4.50 By *Phyllis Little* Deputy.

FORM No. 722

1967

K

for the

hereinafter

tenement

of

465

Mortgagor

(Buyer)

Mortgage

(Seller)

forth a

NOV 12 11 33 AM 1970

heirs

transf

as the

STATE OF

County of

the above

estate of

instrument

Notary Public

My Commission