





THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Fifty-five Thousand Nine Hundred Thirty-five and 11/100 ----- Dollars (\$55,935.11) in accordance with the terms of certain promissory note of which the following is substantially a copy, to-wit:

PROMISSORY NOTE

\$55,935.11

Happner, Oregon, January 15, 1971

On DEMAND, each of the undersigned promises to pay to the order of KENNETH G. BATTY and VERN F. BATTY, husband and wife, at Happner, Oregon, the sum of Fifty-five Thousand Nine Hundred Thirty-five and 11/100 (\$55,935.11) Dollars, with interest thereon at the rate of eight and three-fourths percent (8 3/4%) or the current rate of interest charged by First National Bank of Oregon, per annum from date until paid; interest to be paid at maturity. 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 the 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.

/s/ Raymond F. Batty

/s/ J. Harriet Batty

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 mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

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. 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 satisfactory 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.

That so long as this mortgage shall remain in force, they will keep the buildings now erected,

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The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
- (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

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...lawfully seized of said premises, and now have a valid and unincumbered fee simple title thereto, except subject to an existing mortgage to First Federal Savings & Loan Association, Klamath Falls, Oregon; and subject to a trust deed to Harry Bowen and Mrs. Georgia Degnan; and subject to an existing mortgage to United States National Bank, Klamath Falls, Oregon.

and that...they...will forever warrant and defend the same against the claims and demands of all persons whomsoever;

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 mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

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. 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 satisfactory 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... 10

That so long as this mortgage shall remain in force...they...will keep the buildings now erected,

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or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$36,000.00 in some company or companies acceptable to

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or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$36,000.00 in some company or companies acceptable to said mortgagee, and for the benefit of said mortgagee, and will deliver all the policies and renewals thereof to said mortgagee.

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 due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And 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.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the 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, together with the reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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

Raymond F. Bath  
Josephine Bath

\*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 5-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use 5-N Form No. 1306, or equivalent.

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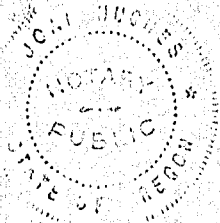
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BE IT REMEMBERED, That on this 15th day of January, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Raymond F. Battv and J. Harriet Battv, husband and wife,

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.



*John Hughes*  
Notary Public for Oregon.  
My Commission expires Aug. 21, 1974

**MORTGAGE**  
(FORM No. 8)

RAYMOND F. BATTY, et ux,

TO

KENNETH G. BATTY, et ux.

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 25th day of January, 1971, at 10:43 o'clock A.M., and recorded in book M71 on page 625, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By *Lyndal Campbell*

Fee \$7.50

688 STEVENESS LAW PUB. CO., PORTLAND, ORE.

HERMAN W. WINTER

Attorney at Law  
Box 504, Harpeth, Ore.

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