

2-8600 K.L.A. 20973

51334

THE MORTGAGOR

VOL. 71 PAGE 3996

EDWARD J. LUKES AND HELEN M. LUKES, husband and wife

hereby mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, a Federal Corporation, hereinafter called "Mortgagee," the following described real property, situated in Klamath County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits thereof, to wit:

Lot 15 in Block 201 of MILLS SECOND ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with all heating apparatus (including firing units), lighting, plumbing, water, heater, venetian blinds, and other fixtures which now are or hereafter may be attached to or used in connection with said premises and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of NINETEEN THOUSAND SIX HUNDRED AND NO/100

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$144.85 on or before the 10th day of each calendar month.

commencing June 10, 1971 and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of any payment on one note and part on another, as the mortgagee may elect.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured against loss by fire or other hazards, in such companies as the mortgagee may direct, in an amount not less than the face of this mortgage, with loss payable first to the mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the mortgagee. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance carried upon said property and in case of loss or damage to the property insured, the mortgagor hereby appoints the mortgagee as his agent to settle and adjust such loss or damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right of the mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now on or hereafter erected upon said premises shall be kept in good repair, not altered, extended, removed or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind levied or assessed against said premises, or upon this mortgage or the note and/or the indebtedness which it secures or any transactions in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or which becomes a prior lien by operation of law; and to pay premiums on any life insurance policy which may be assigned as further security to mortgagee; that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of said yearly charges. No interest shall be paid mortgagor on said amounts, and said amounts are hereby added to mortgagee's additional security for the payment of this mortgage and the note hereby secured. Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them without waiving any other right or remedy herein given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the cost of searching records and abstracting same, which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and neuter genders; and in the singular shall include the plural; and in the plural shall include the singular.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon, this 3rd day of May, 1971.

Edward J. Lukes
Helen M. Lukes
(SEAL)

STATE OF OREGON
County of Klamath

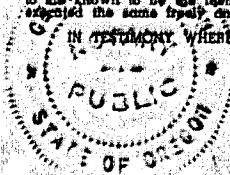
THIS CERTIFIES, that on this 4th day of May

A. D. 1971, before me, the undersigned, a Notary Public for said state personally appeared the within named

EDWARD J. LUKES AND HELEN M. LUKES, husband and wife

to me known to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes therein expressed.

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



Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon.
My commission expires: 11-12-74

3997
MORTGAGE

Mortgage
To—
FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF
KLAMATH FALLS
Klamath Falls, Oregon

Mortgage
STATE OF OREGON }
County of Klamath }
Filed for record at the request of mortgagee on
MAY 6th 1971

u. 22 minutes past 11 o'clock A.M.
and recorded in Vol. M 71 of Mortgages,
page 3996 Records of said County

By *W. D. MITCHELL* County Clerk
Mail to
FEE \$3.00
FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF KLAMATH FALLS
Klamath Falls, Oregon

28-399 51335 VOL 171 PAGE 3998
This Agreement, made and entered into this 16th day of April, 1971 by and between
JERRY V. RAJNUS and HELEN M. RAJNUS, husband and wife,
hereinafter called the vendor, and
a single man, as to an undivided 1/2 interest
WARREN BYERS and GERALD de ROCO, husband and wife, as JMMX Tenants, as to an undivided
hereinafter called the vendee, and CAROLE de ROCO 1/2 interest.

WITNESSETH
Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the
following described property situate in Klamath County, State of Oregon, to-wit:

- ① W½E½, NE¼NW½, SE¼SE½ of Section 22;
- ② SE¼NW½, NE¼SW½ of Section 23;
- ③ SW¼NW½, NW¼SW½ of Section 26;
- ④ E½NE½, N½SE½, SW¼SE½ of Section 27;
- ALL in Township 38 South, Range 15 East of the
Willamette Meridian.

Subject to: Right of Way, including the terms and
provisions thereof, for Fishole Road, as disclosed
by Deed recorded May 29, 1960 in Deed Volume 321,
page 453, in favor of United States Department of
Interior, Forest Service;

at and for a price of \$ 65,000.00 , payable as follows, to-wit:

\$ 15,000.00 at the time of the execution
of this agreement, the receipt of which is hereby acknowledged; \$ 50,000.00 with interest at the rate of 6 %
per annum from May 1, 1971, payable in installments of not less than \$ 2,500.00 each
6 months Exclusive of interest, the first installment to be paid on the 1st day of November
1971, and a further installment on the 1st day of May, 1972, and further installments on the 1st day of each November and May
thereafter until the full balance and interest are paid. All or any portion may
be prepaid without penalty.

Interest is to be paid with the principal payment, and in addition thereto.
No timber is to be removed from the property until said property is fully paid for.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the
survivors of them, at the First Federal Savings and Loan Association of Klamath Falls,
at Klamath Falls,

Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which
may hereinafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and
that said property, with the improvements thereon, shall be held by the vendee as security for the payment of the purchase price
and interest thereon; that the vendee shall pay regularly
and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances
of whatever nature and kind

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or
incumbrances whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to
the possession of said property May 1, 1971.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a
fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above stated,

which vendee assumes, and will place said deed and Purchasers' Policy of Title Insurance in sum
of \$65,000.00 covering said real property,
together with one of these agreements in escrow at the First Federal Savings and Loan Association of
Klamath Falls, at Klamath Falls, Oregon

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually, and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and, such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Vendors agree to release from the lien of this agreement 40-acre parcels, to be selected by vendees, upon payment of the sum of \$4,000.00 cash for each 40-acre parcel. The payments for the release to be in addition to the semi-annual payments herein provided and shall not alter the amount of said semi-annual payments. The release to be a bargain and sale deed, and all costs of and for the release to be paid by vendees; provided, however, Section 27 is to be the last property to be released.

Witness the hands of the parties the day and year first herein written.

Warren Byers
Gerald N. de Roco
Carole de Roco

STATE OF CALIFORNIA
COUNTY OF Butte } SS.

On April 27, 1971

State, personally appeared Warren Byers, Gerald N. de Roco and Carole de Roco

to be the person 8 whose name 8 are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature *Leo R. Martin*

Leo R. Martin

Name (Typed or Printed)



(This area for official notarial seal)

STATE OF OREGON, COUNTY OF CLATSOP, SS.

Filed for record at request of Transamerica Title Insurance Co.

this 6th day of May A.D., 1971 at 11:31 o'clock A.M., and duly recorded in Vol. M71 of Deeds on Page 3998

Fee \$3.00

WM. D. MILNE, County Clerk
By *Cynthia Campbell*

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