

KNOW ALL MEN BY THESE PRESENTS, that First Federal Savings and Loan Association of Klamath Falls, a corporation duly organized and existing under the laws of the State of United States, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto Ira G. Parish and Willie Mae Parish, hereinafter called grantee and unto grantee's heirs, successors and assigns, all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

The Easterly 30 feet of Lot 7 and all of Lots 8 and 9
in FRONTIER TRACTS.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ none
However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).⁽¹⁾

In construing this deed the singular includes the plural as the circumstances may require.

Done by order of the grantor's board of directors, with its corporate seal attached, this 20th day of September, 1971.

(CORPORATE SEAL)

OF KLAMATH FALLS, OREGON

By *Van S. Mollison* President

By *James D. Bocchi* Secretary

STATE OF OREGON, County of Klamath, ss: September 20, 1971
Personally appeared Van S. Mollison and James D. Bocchi
who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of First Federal Savings and Loan Association, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Before me: *Walter V. Brown*

Notary Public for Oregon

My commission expires: 11-12-74

NOTE—The sentence between the symbols (1), if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

QUITCLAIM DEED CORPORATION

TO

(DON'T USE THIS
SPACE, RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

No.

WHEN RECORDED RETURN TO

Mr. and Mrs. Ira G. Parish
7607 Donegal
Klamath Falls, Oregon

FEE \$1.50

STATE OF OREGON,

County of Klamath, ss.

I certify that the within instru-
ment was received for record on the
22nd day of SEPTEMBER, 1971,
at 2:45 o'clock A.M., and recorded
in book M.71 on page 10066
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

MI. D. NILES

COUNTY CLERK

Title.

By *Flazel Brazil* Deputy.

SEP 22 8 45 AM 1971

722

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That First Federal Savings and Loan Association of Klamath Falls, Oregon, a Corporation, duly incorporated, organized and existing under and by virtue of the laws of the United States of America with its principal office at Klamath Falls, Oregon, owner and holder of the Mortgage and the obligation hereinafter described, does hereby certify and declare that a certain Mortgage, bearing the date the 27th day of September 1951, made and executed by William E. Smith and Willa Maye Smith, the mortgagor therein, to First Federal Savings and Loan Association of Klamath Falls, Oregon, the mortgagee therein and recorded in the office of the County Clerk of the County of Klamath, State of Oregon, in Klamath Falls book 111 of Mortgages on Page 395 on the 1st day of October 19 51.

together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Klamath Falls, Oregon, mortgagee, has caused its lawful corporate seal to be hereunto affixed and its name to be hereto subscribed by the hands of its President and Secretary this 21st day of September 19 71, at Klamath Falls, Oregon.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF KLAMATH FALLS, OREGON

By *Van S. Mollison*
President
By *James D. Bocchi*
Secretary

STATE OF OREGON }
County of Klamath } ss.

On this 21st day of September 19 71, before me appeared Van S. Mollison and James D. Bocchi, both to me personally known, who being duly sworn did say that he, the said Van S. Mollison is the President, and he, the said James D. Bocchi is the Secretary of First Federal Savings and Loan Association of Klamath Falls, Oregon, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Van S. Mollison and James D. Bocchi acknowledged said instrument to be the free act and deed of said Corporation.

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

Donald V. Brown
Notary Public for Oregon
My commission expires 11-12-71

STATE OF OREGON }
County of Klamath } ss.

I certify that the within instrument was received for record on the 22nd day of SEPTEMBER 1971, at 2:45 o'clock A.M., and recorded in book 111, on page 10067, Record of Mortgages for said County.

Witness my hand and seal of County affixed *W. D. Miller*

After recording return to:
Mr. & Mrs. B. S. Shogren
4107 Bisbee
Klamath Falls, Oregon

County Clerk-Recorder
By *Harold P. Papp*
Deputy

F E 11.50

SEP 22 8 45 AM 1971

DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned trustee or successor trustee under that certain trust deed dated September 8, 1962, executed and delivered by JOHN M. ROSS, as grantor and recorded on a single man September 14, 1962, in book 212 at page 578 of the Mortgage Records of Klamath County, Oregon, conveying real property situated in said county described as follows:

Lot 22, Block 13, HOT SPRINGS ADDITION to Klamath Falls, Oregon, according to the official plat thereof on file in Klamath County, Oregon.

having received from the beneficiary under said trust deed a written request to reconvey, reciting that the obligation secured by said trust deed has been fully paid and performed, hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to said described premises by virtue of said trust deed.

In construing this instrument and whenever the context hereof so requires, the masculine gender includes the feminine and neuter and the singular includes the plural.

IN WITNESS WHEREOF, the undersigned trustee has hereunto set his hand and seal; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

DATED: September 8, 1971

(If executed by a corporation, affix corporate seal)

Successor Trustee

(If the trustee who signs above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

September 3, 1971

Personally appeared the above named Wm. Ganong, Jr.

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 8-19-75

STATE OF OREGON, County of Klamath

Personally appeared

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon

My commission expires:

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 22nd day of September, 1971, at 8:45 o'clock AM., and recorded in book M 71 on page 10062. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Miller

County Clerk

By Deputy

TRUSTEE'S DEED OF RECONVEYANCE

TO

AFTER RECORDING RETURN TO

Mrs. Cecilia Fichtner
2547 Corona Avenue
Medford, Oregon 97501

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

FEB 11 1972

SEP 22 8 45 AM 1971

THIS MORTGAGE, Made this 14th day of September, 1971, by
Thomas E. Cook and Martha A. Cook, husband and wife,

to Lee M. Brown and Shirley G. Brown, husband and wife,

WITNESSETH, That said mortgagor, in consideration of the sum of Two Thousand, Nine Hundred Sixty Seven and 92/100 (\$2,967.92) Dollars to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns and the heirs of the survivor of them, those certain premises situate in the County of Klamath and State of Oregon, and described as follows, to-wit:

Lot Thirteen (13), Block Eight (C), Pleasant View Tracts,
Klamath County, Oregon,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed or installed in or upon said described premises,

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of one certain promissory note in words and figures substantially as follows:

\$ 2,967.92 Klamath Falls, Oregon September 14, 1971
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Lee M. Brown and Shirley G. Brown,
and upon the death of any of them, then to the order of the survivor of them, at ~~Assn.~~ c/o First Federal Savings and Loan Association, Klamath Falls, Oregon
Two Thousand Nine Hundred Sixty Seven and 92/100 - - - - - DOLLARS.
with interest thereon at the rate of six percent per annum from September 20, 1971, until paid, payable in monthly installments, at the dates and in the amounts as follows: Not less than \$41.22 on September 25, 1971; not less than \$41.22 on the 25th day of each month thereafter;

balloon payments, if any, will not be refinanced; interest to be paid with principal and ~~thereon~~ the payments above required; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not so paid, all principal and interest shall 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, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and interest shall vest absolutely in the survivor of them.

* Strike words not applicable.

s/ Thomas E. Cook

s/ Martha A. Cook

in construing this mortgage and the sum paid, the word "survivor" shall include survivors, the word "mortgage" shall include mortgages, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagees" shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein given to the mortgagees shall vest forthwith in the survivor of them.

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.

And said mortgagor covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto EXCEPT a prior Trust Deed for First Federal Savings and Loan Association of Klamath Falls, Oregon, beneficiary, recorded Sept. 27, 1962, in Deed Vol. 212, page 135, to which this mortgage is second and junior,

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof, that while any part of said note(s) 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(s) 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 mortgage; that he will keep the buildings now on or which may hereafter be erected on the premises insured in favor of the mort-

gages against loss or damage by fire, with extended coverage, in the sum of \$10,000 insurable value, and will have all policies of insurance on said property made payable to the mortgagees as soon as insured, that he will keep the build-

ings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagee shall keep and perform the covenants herein contained and shall pay said note(s) 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(s); it being agreed that if the mortgagee shall fail to make any payment or 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(s) or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagee shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at their 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(s), without waiver, however, of any right arising to the mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagee neglects to repay any sums so paid by the mortgagees.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagee agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sums 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 mortgagee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagee, may appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure and apply the same to the payment of the amount due under the mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Each and all of the covenants and agreements herein contained shall apply to, and bind the heirs, executors, administrators, successors in interest and assigns of said mortgagee and of said mortgagees respectively.

IN WITNESS WHEREOF, said mortgagee 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.

MORTGAGE

(Survivorship)
(FORM No. 491)

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 2nd day of September, 1971, at 2:46 o'clock P.M., and recorded in book 10069, on page 10069, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By David D. Craig

Title.

Deputy.

STEVENS LAW FIRM, P.C., PORTLAND, ORE.

After recording return to:
First Federal Savings & Loan
540 Main Street,
Klamath Falls, Oregon

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 16 day of September, 1971, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Thomas E. Cook and Martha A. Cook, husband and wife,

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

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

(SEAL)

Notary Public for Oregon
My commission expires 11/10/75

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That First Federal Savings and Loan Association of Klamath Falls, Oregon, a Corporation, duly incorporated, organized and existing under and by virtue of the laws of the United States of America with its principal office at Klamath Falls, Oregon, owner and holder of the Mortgage and the obligation hereinafter described, does hereby certify and declare that a certain Mortgage, bearing the date the 6th day of July 19 59, made and executed by Lee Roy Travis and Faye L. Travis, the mortgagor therein, to First Federal Savings and Loan Association of Klamath Falls, Oregon, the mortgagee therein and recorded in the office of the County Clerk of the County of Klamath, State of Oregon, in Klamath Falls book 191 of Mortgages on Page 306 on the 8th day of July 19 59.

together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Klamath Falls, Oregon, mortgagee, has caused its lawful corporate seal to be hereunto affixed and its name to be hereto subscribed by the hands of its President and Secretary this 16th day of September 19 71, at Klamath Falls, Oregon.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF KLAMATH FALLS, OREGON

By James D. Bocchi President
By James D. Bocchi Secretary

STATE OF OREGON } ss.
County of Klamath }

On this 16th day of September, 19 71, before me appeared Van S. Mollison and James D. Bocchi, both to me personally known, who being duly sworn did say that he, the said Van S. Mollison is the President, and he, the said James D. Bocchi is the Secretary of First Federal Savings and Loan Association of Klamath Falls, Oregon, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Van S. Mollison and James D. Bocchi acknowledged said instrument to be the free act and deed of said Corporation.

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

Mary J. Jett
Notary Public for Oregon
My commission expires 5/16/73

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 22nd day of SEPTEMBER 19 71, at 2:45 o'clock AM, and recorded in book 71, on page 10071, Record of Mortgages for said County.

Witness my hand and seal of County affixed W. D. Miller
County Clerk-Recorder

By W. D. Miller
Deputy

Mr. and Mrs. Lee Roy Travis
4724 Laverne
Klamath Falls, Oregon

FEB 21 50

SEP 22 8 45 AM 1971