

212 961.411 Page 0171

THIS MORTGAGE, Made this  
by Harry R. Waggoner First day of August, 1971  
to J. A. Wickland, Jr. Mortgagor,

WITNESSETH, That said mortgagor, in consideration of - - - Thirty Four Thousand, Six  
Hundred Twenty Five - - - 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:

A tract of land situated in the SW $\frac{1}{4}$  of Section 3, Twp. 39 South, Range 9 E., W.M., more  
particularly described as follows:  
Beginning at the East one-fourth corner of said Section 3; thence South 89°52' West  
1275.74 feet; thence South 00°21'47" East 54.10 feet to a one-half inch pipe on the  
Southerly right-of-way line of the Dalles-California Highway marking the Northeast corner  
of that parcel of land described in D.V. 251, page 162, as recorded in the Klamath County  
Deed Records; thence continuing South 00°21'47" East along the East line of said parcel  
described in said D.V. 251, page 162, 233.0 feet to the true point of beginning of this  
description; thence continuing South 00°21'47" East along said line 395.64 feet to the  
Northerly right-of-way line of the Oregon-California and Eastern Railway Company; thence  
North 67°41' West along said right-of-way line 156.57 feet (162 feet by record); thence  
North 00°55'30" West along the West line of said parcel described in said D.V. 251, page  
162, 334.24 feet; thence North 89°14' East 147.71 feet to the true point of beginning of  
this description, containing 1.25 acres, more or less, with bearings being based on the  
East line of the SW $\frac{1}{4}$  of said Section 3 as being South 01°14' East.

TOGETHER WITH an easement 20 feet in width along the West boundary of the J. A. Wickland,  
Jr. property immediately North of the above described property, which easement extends  
from South Sixth Street to the above described land.

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 two promissory notes, of which the  
following is a substantial copy:

\$ 5,625.00 Klamath Falls, Oregon August 31, 1971  
Payable September 10, 1972, after date, each of the undersigned promises to pay to the order of  
J. A. Wickland, Jr.  
at Orland, California  
- - - Five Thousand, Six Hundred Twenty-Five and 00/100 - - - DOLLARS,  
with interest thereon at the rate of seven percent per annum from Sept. 10, 1971 until paid. Interest to  
be paid at maturity 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 attorney's fees, even though no suit or  
action is filed hereon; however, if such suit or action is filed, the amount of such 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.

\$ 29,000.00 Klamath Falls, Oregon August 31, 1971  
Each of the undersigned promises to pay to the order of J. A. Wickland, Jr.  
at Orland, California  
- - - Twenty Nine Thousand and 00/100 - - - DOLLARS,  
with interest thereon at the rate of eight percent per annum from Sept. 10, 1971 until paid, payable  
in monthly installments of not less than \$ 241.66 in any one payment; interest shall be paid  
with principal and \*in addition to the minimum payments above required; the first payment to be made  
on the 1st day of October, 1971, and a like payment on the 1st day of month  
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 , 19  
At  
\* Strike words not applicable. No.  
e/ Harry R. Waggoner

0172

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 payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that now on or which hereafter may be erected on the said 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 mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee 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 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.



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.

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.

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 and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

# MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,  
County of Klamath

I certify that the within instrument was received for record on the 24th day of September 1971, at 2:13 o'clock P. M., and recorded in book M71 on page 10171, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By *Raymond C. Hoff* Deputy.

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

Fee \$3.00

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 24th day of September 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Harry R. Waggoner

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

*Emmet F. Gordon*  
Notary Public for Oregon

My Commission expires 5-15-72

A-21208- 8733

58.55

M71

10174

Loan # 2-18-785-4

EQUITABLE SAVINGS & LOAN ASSOCIATION, an Oregon Corporation, hereby certifies that a certain Mortgage made and executed by H. DEAN KASON and JOAN D. KASON, husband and wife

securing the sum of \$ 36,000.00 and interest, dated December 8, 1970 and recorded December 14, 1970 in book M70 on page 11046 Auditor File # 11047 of the Mortgage Records of Klamath County, Oregon together with the debt thereby secured, is fully paid, satisfied and discharged, and any Assignment of Rents securing said debt is also released.

IN WITNESS WHEREOF, EQUITABLE SAVINGS AND LOAN ASSOCIATION has caused these presents to be signed by its Vice President and attested by its Assistant Secretary and its seal to be affixed this 20th day of September A. D. 19 71, pursuant to a general resolution of its Board of Directors heretofore duly passed.

(SEAL)

EQUITABLE SAVINGS & LOAN ASSOCIATION

Attest:

Vice President

Assistant Secretary

STATE OF OREGON,

COUNTY OF MULTNOMAH,

On this 20th

day of September

JAMES D. MULVHILL and L. R. DAVIS

A. D. 19 71, before me appeared to me personally known to be the

Vice President and Assistant Secretary of the Corporation that executed the within foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

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

My commission expires

September 15, 1974

Notary Public in and for the State of Oregon, duly commissioned and sworn, office at Portland.

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co.

this 24th day of Sept. A. D. 1971 at 2:13 o'clock P. M., and duly recorded in

Vol. M71 of Mtgs. on Page 10174.

WM. D. MILNE, County Clerk

By