

57418

WARRANTY DEED

Vol. M11 Page 10876

28-1470  
MABEL C. MORGAN, hereinafter called grantor, conveys to GENE W. WEITMAN and RUTH V. WEITMAN, husband and wife, as tenants by the entirety, all that real property situated in Klamath County, State of Oregon, described as:

SE 1/4 of Section 22; <sup>1</sup>Government Lots 20, 21, 28 and 29 of Section 23, NW 1/4 of Section 26; <sup>1</sup>and E 1/2 NE 1/4 of Section 27, All in Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. <sup>2</sup>

SUBJECT TO:

1. 1971-72 real property taxes now a lien but not yet payable.
2. This property is within the boundaries of Spring Creek Irrigation Unit, established by water users. It is therefore, subject to such uses and obligations as have been established by such users.
3. Right of way, including the terms and provisions thereof, granted to Pacific Power & Light Co., formerly The California Oregon Power Company by an instrument recorded November 13, 1958, in Deed Volume 306 at page 220 and 222. (Affects Section 23)
4. Reservations in Deed from James Russell Frost, et ux, to John A. Morgan, et ux., recorded January 5, 1959, in Deed Volume 308, at page 341, as follows: "Subject to the reservations of all subsurface rights, except water, to Rosetta Mae Crain, an undivided 1/3 interest; 2/3 interest; their heirs and assigns, under the terms approved by the Secretary of the Interior, Mr. 25, 1946, pursuant to said Act. Subject to such rights for road purposes as the United States of America may have under the Act of February 5, 1948 (62 Stat. 17). This patent is issued under authority of Sec. one of the Act of June 25, 1910 (36 Stat. 855)" (Affects Section 27)
5. Forest Service Road right of way of the United States of America, including the terms and provisions thereof, which does not appear of record, but is disclosed by instrument, recorded June 11, 1958, in Miscellaneous Volume 12 at page 544 and 547. (Affects E 1/2 SE 1/4 Sec. 22, Twp 36 S., Rge 12 E.W.M.)
6. Right of way, including the terms and provisions thereof, to The California Oregon Power Company, a California corporation, recorded January 15, 1969 in Deed Volume 308 at page 628, and recorded March 10, 1959, in Deed Volume 310 at page 402.
7. Rights of the public in and to that portion of said premises lying within the limits of public roads and highways.

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8. Easement, including the terms and provisions thereof, for roadway over the E 1/2 of Section 22 and the E 1/2 of Section 27, granted by the United States of America to Klamath County, Oregon, recorded August 3, 1966, in Micro-film Record M-66 at page 7844.

9. Rights of redemption under Mortgage Foreclosure Suit No. 69-44E, and such further exceptions as may appear upon the exercise thereof within the time allowed by law.

10. The interest of Clifford J. Emmich, grantee, as disclosed by that certain instrument recorded August 17, 1971 in Deed Volume M-71 at page 8635, Dallas G. Givan Sr. and Patricia Ann Givan, grantors.

and covenants that grantor is the owner of the above described property free of all encumbrances except as set forth above, and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$50,000.00.

Dated this 1st day of October, 1971.

Mabel C. Morgan  
Mabel C. Morgan

STATE OF OREGON  
County of Jackson  
October 8, 1971.

Personally appeared the above named Mabel C. Morgan and acknowledged the foregoing instrument to be her voluntary act. Before me:



Carl H. Brockway  
Notary Public for Oregon  
My commission expires: June 28, 1972

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of Transamerica Title Co.  
this 15 day of Oct A. D., 1971 at 3:42 o'clock P.M., and duly recorded in  
Vol. M-71 of Deeds on Page 10877

Fee 3.00

WM. D. MILNE County Clerk  
By Carly D.

SN

THIS MORTGAGE, Made this 1st day of October, 1971,  
 by GENE W. WEITMAN and RUTH V. WEITMAN Mortgagee,  
 to MABEL C. MORGAN Mortgagor,<sup>S</sup>

WITNESSETH, That said mortgagor, in consideration of FORTY THOUSAND (\$40,000.00) Dollars, to ~~him~~ <sup>them</sup> paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

SE 1/4 of Section 22; Government Lots 20, 21, 28 and 29 of Section 23, NW 1/4 of Section 26; and E 1/2 NE 1/4 of Section 27, All in Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

## SUBJECT TO:

1. 1971-72 real property taxes now a lien but not yet payable.
2. This property is within the boundaries of Spring Creek Irrigation Unit, established by water users. It is therefore subject to such uses and obligations as have been established by such users.
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4. Reservations in Deed from James Russell Frost, et ux, to John A. Morgan, et ux., recorded January 5, 1959, in Deed Volume 308, at page 341, as follows: "Subject to the reservations of all subsurface rights, except water, to Rosetta Mae Crain, an undivided 1/3 interest; and to the Estate of Clara Brown Chocktoot an undivided 2/3 interest; their heirs and assigns, under the terms approved by the Secretary of the Interior, (Description continued on Exhibit A attached hereto.)

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 a promissory note, of which the following is a substantial copy:

\$40,000.00

## PROMISSORY NOTE

Medford, Oregon  
 October 1, 1971

Each of the undersigned promises to pay to the order of Mabel C. Morgan FORTY THOUSAND (\$40,000.00) Dollars in monthly installments of not less than \$150 in any one payment, the first payment to be made on the 1st day of October, 1971, and a like payment on the 1st day of each consecutive month thereafter, until the whole sum has been paid. There shall be no interest on said sum so long as said installments provided for herein are paid when due; and if not paid within 30 days of the due date, interest at the rate of 7% per annum shall be payable on each such delinquent installment until paid. If any of said installments is not paid within 30 days of the due date thereof, 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.

Gene W. Weitman  
 Gene W. Weitman

Ruth V. Weitman  
 Ruth V. Weitman

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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other 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.

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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 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other 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, the mortgagor shall 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.

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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).

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.

*Gene W. Weitman*  
Gene W. Weitman  
*Ruth V. Weitman*  
Ruth V. Weitman

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 \_\_\_\_\_ 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.

By \_\_\_\_\_ Title \_\_\_\_\_ Deputy \_\_\_\_\_

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

STATE OF OREGON,  
County of Jackson } ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of October, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Gene W. Weitman and Ruth V. Weitman

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 first above written.

*Edm. D. [Signature]*  
Notary Public for Oregon  
My Commission expires June 28, 1972

## EXHIBIT A

Mr. 25, 1946, pursuant to said Act. Subject to such rights for road purposes as the United States of America may have under the Act of February 5, 1948 (62 Stat. 17). This patent is issued under authority of Sec. one of the Act of June 25, 1910 (36 Stat. 855)" (Affects Section 27)

5. Forest Service Road right of way of the United States of America, including the terms and provisions thereof, which does not appear of record, but is disclosed by instrument, recorded June 11, 1958, in Miscellaneous Volume 12 at page 544 and 547. (Affects E 1/2 SE 1/4 Sec. 22, Twp 36 S., Rge 12 E.W.M.).

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7. Rights of the public in and to that portion of said premises lying within the limits of public roads and highways.

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STATE OF OREGON; COUNTY OF KLAMATH; ss.  
 Filed for record at request of Transamerica Title Co.  
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 Vol. M-71 of Mortgages on Page 10879  
 Fee 6.00  
 By WM. D. MILNE, County Clerk