

53- This Indenture, made this 15th day of November, 1977, between
DAVE'S AUTO-FURNITURE UPHOLSTERY

after called "Mortgagor", and BANK OF FLAMATH COUNTRY
hereinafter called "Mortgagee";

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in Clatsop County, Oregon, to wit:

Lot 8 and Lot 9A in Block 71 of BUENA VISTA ADDITION, in the City of Klamath Falls, Klamath County, Oregon

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining; also all such apparatus, equipment and fixtures now or hereafter situate on said premises, as are ever furnished by landlords in letting unfurnished buildings similar to the one situated on the real property hereinabove described, including, but not exclusively, all fixtures and personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors, and shelving, counters, and other store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property or any part thereof.

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he is the absolute owner of the said personal property, that the said real and personal property is free from encumbrances of every kind and nature, and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

N-127X UB 1-47 INDIVIDUAL—RESIDENTIAL OR BUSINESS (TAXES, INSURANCE, ETC., INCLUDED)



FORM No. 633—WARRANTY DEED
1967 SO

KNOW ALL MEN BY THESE PRESENTS, THAT I, MADELYN E. CHRISTENSEN, of the County of Santa Clara, State of California, for and in consideration of the sum of \$10.00 (Ten Dollars) to me in hand paid by the said JAMES E. CHRISTENSEN, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said JAMES E. CHRISTENSEN, his heirs and assigns forever, all that certain lot or lots of land situated in the County of Santa Clara, State of California, and more particularly described as follows:

59433

FORM No. 126—MECHANIC'S LIEN

KNOW ALL MEN
formed labor at the speci
who at all times while
☐
that certain improvement
situated upon certain lan

Said improvement is also
City of

Said labor was furnished to the original contractor described land and said mentioned, the said owner the date hereof LEO.

The reasonable value of the property is \$ 1,233.00 and all just credits and offsets.

Mr. and Mrs.

LABOR

Costs: Pr

Balance L

Claimant claims which said improvement convenient use and occ

The time in which said improves
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The time in which said improves
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on said conste

or in the performance of any of the covenants or agreements of this mortgage, the mortgagor, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

12013

7. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

8. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, extend the time of payment, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box.

In Witness Whereof, the Mortgagor, David G. Gorman has hereunto set his hand and seal the day and year first hereinabove written.

DAVE'S AUTO-FURNITURE UPHOLSTERY

David G. Gorman (SEAL)

Linda M. Gorman (SEAL)

Notary Public for Oregon (SEAL)

Notary Public for Oregon (SEAL)

STATE OF OREGON

County of Klamath

November 15, A. D. 1971

Personally appeared the above-named David G. Gorman and Linda M. Gorman, DBA

Dave's Auto-Furniture Upholstery

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(Notary Seal)

Caroline J. Marshall
Notary Public for Oregon.

My Commission Expires: 2-2-71

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSCAMERICA TITLE INSURANCE CO

this 16th day of NOVEMBER A. D., 1971 at 11:13 o'clock A M. and duly recorded in

Vol. M 71 of MORTGAGES on Page 12011

Fee \$4.50

WM. D. MILNE, County Clerk

By Rhazel Drager

FORM No. 633—WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT MADELYN E. CHRISTENSEN

59433

FORM No. 126—MECHANIC'S LIEN

KNOW ALL MEN, that I, the undersigned, have formed labor at the special request of MADELYN E. CHRISTENSEN, who at all times while that certain improvement situated upon certain land

Said improvement is also in the City of LEO

Said labor was furnished to the original contractor described land and said mentioned, the said owner the date hereof LEO

is the owner or reputed owner of the land. The reasonable value of the labor is \$ 1,233.00 and all just credits and offsets. The following is a list of the names of the persons who have furnished labor:

Mr. and Mrs. LEO

LABOR

Costs: Pro

Balance Due

Claimant claims that the labor was furnished for the purpose of improving the land for the convenient use and occupation of the claimant.

The time in which said improvement was made was after Oct on said construction.