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THIS INDENTURE, Made this..... day of..... December, 1971,  
between RAYMOND D. BIXLER and AUDREY M. BIXLER, husband and wife,

as mortgagor...S., and ROBERT E. GARRISON

as mortgagee.....

WITNESSETH, That the said mortgagors... for and in consideration of the sum of.....  
for the consideration stated below

paid by the said mortgagee....., do..... hereby grant, bargain, sell and convey unto the said mortgagee..... and  
assigns those certain premises situated in the County of..... Klamath....., and State of

Oregon, and described as follows: Part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 10, Township 39 S. Range 10 East of the Willamette Meridian, described as follows: Beginning at the southwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 10, thence Easterly along the south line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 906 feet; thence N. 00° 08' E. a distance of 500 feet; thence N. 89° 38' W. a distance of 406 feet; thence S. 00° 08' W. a distance of 470.00 feet; thence N. 89° 38' W. 500 feet to a point on the West line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 10 that is 30 feet north of the point of beginning; thence South 30 feet to the point of beginning. SAVING AND RESERVING TO seller, his heirs and assigns, and to the owners of the following described parcels of real property, their heirs and assigns, to-wit: A parcel of property located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 10, Twp. 39 S., E. W. M. more particularly described as follows: Beginning at a 5/8 inch iron pin marking the Southeast corner of a parcel described in Deed Volume M-69, Page 9174, and recorded at the County Clerk's Office, Klamath Falls, Oregon; thence along the Easterly boundary of said described parcel N. 28° 32' 50" W. 161.82 feet; thence N. 36° 40' 25" E. 111.29 feet; thence N. 28° 22' 10" W. 122.99 feet, to the Northeast corner of said property; thence continuing N. 28° 22' 10" W. 306.84 feet; thence East 528.03 feet; thence South 609.01 feet; thence West 180.0 feet to the point of beginning. Containing 5.00 acres, more or less. ALSO: a parcel of property located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 10, Twp. 39 S., R. 10 EWM, more particularly described as follows: Beginning at the Northeast corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Sec. 10, Twp. 39 S., R. 10 EWM, thence South along the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ , 702.87 feet; thence West 283.62 feet to a point which is located East 180.00 feet and South 59.52 feet from the Southeast corner of a parcel described in Deed Volume M-69, page 9174, and recorded at the County Clerk's office, Klamath Falls, Oregon; thence North 668.53 feet; thence West 528.03 feet; thence N. 28° 22' 10" W. 39.03 feet to a point on the North line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence East along said North line 830.20 feet, more or less, to the point of beginning. Containing 5.00 acres, more or less, a perpetual right of way and easement upon and across the real property herein conveyed for access to and egress from the parcels of land next hereinabove described for the use of seller, his heirs and assigns, and the public generally. Said right of way and easement shall be located upon the most direct and convenient way across the property herein conveyed, consistent with the buyer's intended use and development of said property.

## SUBJECT TO:

1. Reservations, restrictions, easements, rights of way of record and those apparent on the 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..... and assigns forever.

JAN 25 1 52 PM 1972

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of \_\_\_\_\_ Dollars

(S. \_\_\_\_\_) in accordance with the terms of \_\_\_\_\_ certain promissory note... of which the

following \_\_\_\_\_ substantially \_\_\_\_\_ cop. \_\_\_\_\_ to-wit:-- the performance by mortgagors of that certain contract made and entered into on or about the 27th day of September, 1971, wherein mortgagors agreed to buy and mortgagee agreed to sell certain real property located in the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  of Sec. 10, Twp. 39 S., R 10E. W. M. of which the property described hereinabove forms a portion. Said contract is in escrow at the 1st National Bank of Oregon, Klamath Falls Branch, and currently with the execution of the within mortgage, mortgagees have executed a satisfaction to the same, which satisfaction will be placed in escrow with the said 1st National Bank, with instructions that at the time that the balance due under said contract is \$9,000.00, the said escrow holder will be instructed to record the satisfaction to the within mortgage.

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.~~

This indenture is further conditioned upon the faithful observance by the mortgagor...S. of the following covenants hereby expressly entered into by the mortgagor...S., to-wit:

That...they are...lawfully seized of said premises, and now ha.v.e. a valid and unincumbered fee simple title thereto,

and that...they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That...they will pay the said promissory note... and all installments of interest thereon promptly as the same become due, according to the tenor of said note...;

That so long as this mortgage shall remain in force...they will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That...they will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. 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...

k That so long as this mortgage shall remain in force...they will keep the buildings now erected,



or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$.....in some company or companies acceptable to said mortgagee.... and for the benefit of said mortgagee...., and will deliver all the policies and renewals thereof to said mortgagee....

NOW, THEREFORE, if the said mortgagor...S. shall pay said promissory note....., and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note..... in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note..... or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee..... the option to declare the whole amount due on said note....., or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor...S shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee..... shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor...S agrees to pay all costs and disbursements allowed by law and such sum as the 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, together with the reasonable costs incurred by the mortgagee.... for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

The within mortgage is intended as a second mortgage and is junior to that certain mortgage executed by mortgagors to the First Federal Savings & Loan Association of Klamath Falls, Oregon on NOVEMBER 15 1971 in Vol. M-71, page 13569, Records of Klamath County, Oregon.  
\* recorded in

IN WITNESS WHEREOF, the said mortgagor...S have hereunto set their hands the day and year first above written.

RAYMOND D. BIFLER AND AUDREY M. BIFLER

\*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.

STATE OF OREGON,

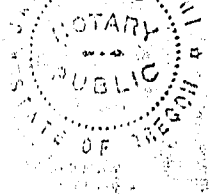
County of Klamath

ss.

BE IT REMEMBERED, That on this 22nd day of December, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Raymond D. Bixler and Audrey M. Bixler, 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 freely and voluntarily.

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



James Bouché  
Notary Public for Oregon.  
My Commission expires 10-25-74

MORTGAGE

(FORM No. 8)

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 25th day of JANUARY, 1972, at 1:52 o'clock P. M., and recorded in book M.72 on page 973, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title

By *W. D. Milne*  
FEE \$8.00 Deputy.

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

*W. D. Milne*  
- asclg  
City