

28-2262  
 THIS INDENTURE, Made this ..... day of ..... March  
 between Fred W. Koehler, Jr. and Alex D. Krentel, a  
 general partnership, dba as Klamath Country Corners  
 as mortgagor, S., and John Kalita and Eleanor C. Kalita,  
 husband and wife

..... as mortgagee, S.,

WITNESSETH, That the said mortgagor, S. for and in consideration of the sum of .....  
 Ten and No/100ths ..... Dollars (\$10.00) to .....  
 paid by the said mortgagee, S., do hereby grant, bargain, sell and convey unto the said mortgagee, S. and  
 assigns those certain premises situated in the County of Klamath ..... and State of  
 Oregon, and described as follows:

That portion of Government Lot 34 and the E½ of Government Lot 37  
 lying Southwesterly of Highway #62 in Section 16, Township 35 South,  
 Range 7 East of the Willamette Meridian, subject to the following  
 terms and conditions:

Mortgagees agree to subsequently subordinate this Mortgage at  
 the request of Mortgagors for the purpose of permitting Mortgagors  
 to develop and improve the property subject of this Mortgage.

Mortgagees hereby agree to execute partial releases of mortgage  
 to that portion of Government Lot 34 and the E½ of Government Lot 37  
 lying Southwesterly of Highway #62 in Section 16, Township 35 South,  
 Range 7 East of the Willamette Meridian on the basis that \$1,000.00  
 accelerated advance payment by Mortgagors to Mortgagees in addition  
 to the Mortgage payments provided for in this Mortgage shall entitle  
 Mortgagors to release of an acre of said property.

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, S. and  
 assigns forever.

62257

MAR 17 3 49 PM 1972

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

MAR 17 1972

to  
w  
ven  
cov  
lits  
res  
land

to sec

1.28

no/10



THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
 Twenty-five Thousand and No/100ths ..... Dollars  
 (\$ 25,000.00 ) in accordance with the terms of that ..... certain promissory note of which the  
 following is substantially a copy, to-wit:

\$25,000.00 Klamath Falls, Oregon, February, March, 1972  
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
 John Kalita and Eleanor C. Kalita, or the survivor of  
 either ..... at Chiloquin, Oregon  
 Twenty-five Thousand and No/100ths ..... DOLLARS,  
 with interest thereon at the rate of 6 1/4 percent per annum from date hereof until paid, payable in  
 annual installments of not less than \$2,800.00 in any one payment; interest shall be paid annually  
 in addition to the minimum payments above required; the first payment to be made on the 15th day of March  
 1975, and a like payment on the ..... day of March each year thereafter, until the whole sum, principal and  
 interest has been paid; if any of said installments is not so paid, all 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, I/we promise and agree to pay holder's  
 amount of such reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, it  
 is tried, heard or decided.  
 \* Strike words not applicable.

Fred W. Kochler, Jr.  
 Alex D. Krentel

This indenture is further conditioned upon the faithful observance by the mortgagorS... of the fol-  
 lowing covenants hereby expressly entered into by the mortgagorS..., to-wit:

That they are lawfully seized of said premises, and now have 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 per-  
 sons 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 mortgageeS...,  
 the mortgagor S. shall join with the mortgageeS.. in executing one or more financing statements pursuant to the  
 Uniform Commercial Code, in form satisfactory to the mortgageeS..., 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 agen-  
 cies as may be deemed desirable by the mortgageeS...

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 ex-



tended coverage, to the extent of \$..... none .....in some company or companies acceptable to said mortgagee..S and for the benefit of said mortgagee..S, and will deliver all the policies and renewals thereof to said mortgageeS...

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..S.. 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 mortgageeS.... 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 appellant court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, together with the reasonable costs incurred by the mortgagee..S 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.

IN WITNESS WHEREOF, the said mortgagor..S have hereunto set.....our.....handS.... and sealS. the day and year first above written.

 (SEAL)  
Fred W. Koenig, Jr. (SEAL)

Alex D. Krentel (SEAL)

(SEAL)

62257

MAR 17 3 49 PM 1972

to  
w  
ven  
cow  
inst  
for  
land

to be

(\$ 23)

no/10



STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this March day of February, 1972,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Fred W. Koehler, Jr. and Alex D. Krentel

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.

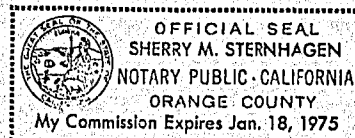
Notary Public for Oregon.  
My Commission expires

STATE OF ~~OREGON~~ CALIFORNIA } ss.County of ORANGEFORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 10th day of March, 1972,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named FRED W. KOEHLER, JR. and ALEX D. KRENTEL

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.



*Sherry M. Sternhagen*  
Sherry M. Sternhagen  
Notary Public for Orange, California  
My Commission expires 1-18-75

## MORTGAGE

(FORM No. 9)

TO

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instru-  
ment was received for record on the  
17th day of March,  
1972, at 3:23 o'clock P.M.,  
and recorded in book M72 on  
page 2924, Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

By John D. Milne

County Clerk - Recorder.

Deputy.

By John Kalita

B.O. Box 181

Chiloquin, Ore

Fee \$8.00

62257

MAR 17 3 45 PM 1972

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

MAR 17 1972

to sec

(\$28)

no/101