

62637

Vol. 72 Page 3370

FORM No. 105A—MORTGAGE—One Page Long Form

SN

THIS MORTGAGE, Made this 29th day of March, 1972,  
by Walter J. Eggsman and Cloverine Eggsman Mortgagee,  
to Motor Investment Co. Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Five Thousand and no/100 Dollars, to him 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: Parcel 1: A tract of land situated in Section 21, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Southeasterly right of way line of the County Road, said point situated South 56° 29' 09" West 735.10 feet from the Northeast corner of said Section 21; thence South 32° 07' 55" East 93.40 feet; thence along the arc of a curve to the right (radius equals 170 feet and delta angle of 32° 07' 55") 95.34 feet; thence South 109° 19' 00" East 185.66 feet; thence South 46° 15' 05" East 435.99 feet; thence along the Easterly high water line of Sprague River the following courses and distances: South 33° 30' 10" West 659.06 feet; South 63° 23' 05" West 345.78 feet; South 06° 20' 20" East 409.90 feet; South 18° 52' 45" West 205.34 feet; South 00° 57' 35" West 508.15 feet; South 46° 03' 55" East 413.48 feet; South 13° 34' 05" East 299.65 feet; South 15° 35' 50" West 426.03 feet; South 33° 49' 30" East 177.49 feet; South 17° 18' 15" East 212.81 feet, more or less to the South line of said Section 21; thence leaving the Easterly high water line of Sprague River Easterly along the South line of said Section 21 to the Southwest corner of the SE 1/4 of said Section 21; thence Northerly along the West line of the East half of the SE 1/4 and the East half of the NE 1/4 of said Section 21 to the Southerly line of that tract of land described in Deed Volume M-69, page 2047 of the Klamath County deed records; thence along the Southerly line of said tract of land to the Southeast corner thereof; thence along the East line of said tract of land to the Southeasterly right of way line of the said county road; thence Northeasterly along said right of way line to the point of beginning.

(Continued on additional page)

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

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 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.







3373

(Continuation of Mortgage dated March 29th, 1972 to Walter J. Eggsman and Cloverine Eggsman to Motor Investment Company, 531 South 6th St., Klamath Falls, Oregon )

EXCEPTING THEREFROM that portion conveyed by deed recorded March 21st, 1969 in M-69 at page 2049.

PARCEL 2:

A tract of land situated in the NE $\frac{1}{4}$  of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the East line of said Section 21, said point located South 00° 00' 46" East 1551.74 feet from the Northeast corner of said Section 21; thence South 60° 43' 16" West approximately along the centerline of an existing drain 487.36 feet; thence along the arc of a curve to the right ( radius equals 170 feet and delta angle of 46° 15' 05") 137.23 feet; thence North 1091.90 feet; thence along the arc of a curve to the left ( radius equals 230 feet and delta angle of 32° 07' 55") 128.99 feet; thence North 32° 07' 55" West 93.40 feet, more or less to the Southeasterly right of way line of the county road; thence Northeasterly along said right of way line to the East line of said Section 21; thence South 00° 00' 46" West along the East line of said Section 21 to the point of beginning.

EXCEPTING any portion of the above described parcels conveyed by deed recorded May 2, 1968 in M-68 at page 3939.

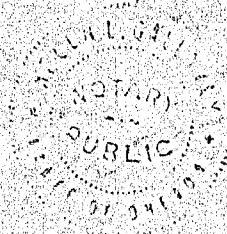
STATE OF OREGON,

County of Klamath

Be it remembered, That on this 29th day of March, 1972, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named, Walter J. Eggsman and Cloverine Eggsman known to me to be the identical individuals 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.

*Wm D. Milne*  
Notary Public for Oregon  
My commission expires June 4, 1975



STATE OF OREGON,  
County of Klamath  
Filed for record at request of  
MOTOR INVESTMENT CO  
on this 31 day of MARCH A.D. 1972  
at 10:15 o'clock A. M. and du  
recorded in Vol. M 72 of MORTGAGES  
Page 3370  
Wm D. MILNE, County Clerk  
By *Wm D. Milne* Deputy  
Fee \$8.00

Ref:  
Motor Invest. Co.  
O.C. Ref 209  
Ch. 800 City

known to me that the identical individuals named, BE IT REMEMBERED, That on this day of 1972, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named, Walter J. Eggsman and Cloverine Eggsman known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.



No Record

# 3374