62637 3370 March 19.72..., 29th THIS MORTGAGE, Made this Walter J. Eggsman and Cloverine Eggsman Mortéagor. 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 cer-follows, to-wit: Parcel 1: A tract of land situated in Section 21, Township 34 South, Range 8 East of the Willamette Meridan, 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 1091.90 feet; equals 170 feet and delta angle of 32° 07' 55") 95.34 feet; thence South 1091.90 feet;

Thence along the arc of a curve to the left (radius equals 230 feet and delta angle of 46

15' 05") 185.66 feet; thence South 46° 15' 05" East 435.99 feet; thence along the Easterly

East 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

Westerly along the South line of said Section 21 to the Southwest corner of the SEASEA of

East Section 21; thence Northerly along the West line of the East half of the SEASEA and the aid Section 21; thence Northerly along the West line of the East half of the SE; and the East half of the NE4 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. following is a substantial copy: And said mortgagor covenants to and with the mortgages, his heirs, executors, administrators and assigns, that he is lawfully in fee simple of said premises and has a valid, unencumbered title thereto and will warrant and lorever detend 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 hersafter may be erected on the said premises continuously insured against loss or damage by lire 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 hazards as the mortgage, in a company or companies acceptable to the mortgage, with loss payable first to the mortgage and then to the mortgage as their respective interests may appear; all policies of insurance shall be delivered to the mortgage as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies gages as soon as insured. Now if the mortgagor shall inil for any reason to procure any such insurance and to deliver said policies gages may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises the mortgage 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 mortgage, the mortgage shall insurance in the mortgage, and will pay for tiling the same in the proper public office or offices, as well as the cost of all lien factory to the mortgage, and will pay for tiling the same in the proper public office or offices, as well as the cost of all lien factory to the mortg

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, tamily, 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 to agricultural purposes.

Now, therefore, it said mortgager 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 it a proceeding of any kind be taken to foreclose any lien on said premises or any purt thereof, the mortgage 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 it the mortgager shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgage 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 mortgage for breach of covenant. And this mortgage may sums so paid by the mortgage at any time while the mortgager neglects to repay any sums so paid by the mortgage. In the event of any suit or action being instituted to loreclose this mortgage, the mortgager agrees to pay all reasonable costs incurred by the mortgage reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgenent or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's lees in such suit or action, and if an appeal is taken from any judgenent or decree entered therein mortgagor lurther promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees in such suit or action is commenced to foreclose this mortgage, and in the decree of toreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators

IN WITNESS WHEREOF, said mortgagor has hereufito set his written

MORTGAGE WALLER Z. EPP. M.	COURTHE ESSIM	ss (minim instructor)	at o'clock. M, and recorder in book on page. or a filing fee number Record of Mortgages of said County. Witness my hand and seal o	Title.	Deputy.
TG/2	726 679	REGON, that the w	lockM., e on page ser tgages of sai my hand		By Deput
MOR		STATE OF OREGON, County of. I certify that th ment was received for day of	ook	ıty affixed	TEVENS-NESS L

OREGON, STATE OF OREGON,

day of BE IT REMEMBERED, That on this before me, the undersigned, a notary public in and for said county and state, personally appeared the within

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me thatexecuted 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.

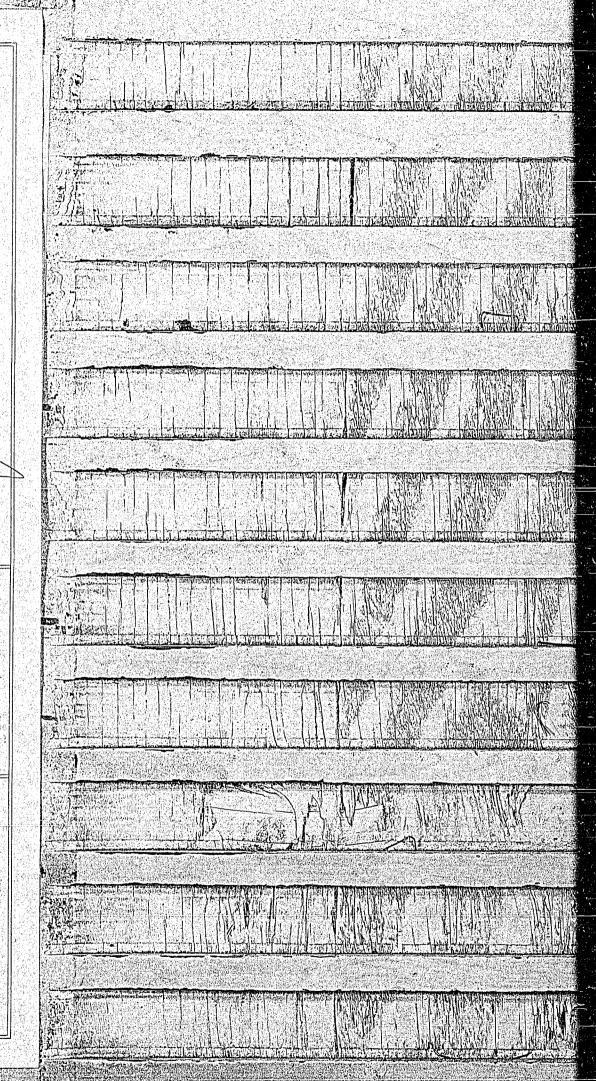
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Notary Public for Oregon. My Commission expires......

3330

प्रज्ञीय प्रश्निक

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. 67 NO Saled The Confidence of the Confidence o Traints bates, see you to not hear this on the sear you there again the intrince) (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 NEA 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° 00¹ 46" East 1551.74 feet from the Northeast corner of said Section 21; thence South 60° 43¹ 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° 15¹ 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° 07¹ 55") 128.99 feet; thence North 32° 07¹ 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° 00¹ 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.

Notary Public for Oregon
My commission expires June 4, 1975

STATE DF OREGON, County of Klamath Filed for record at request of

MOTOR INVESTMENT CO

on this 31 day of MARCH A D. 19 72

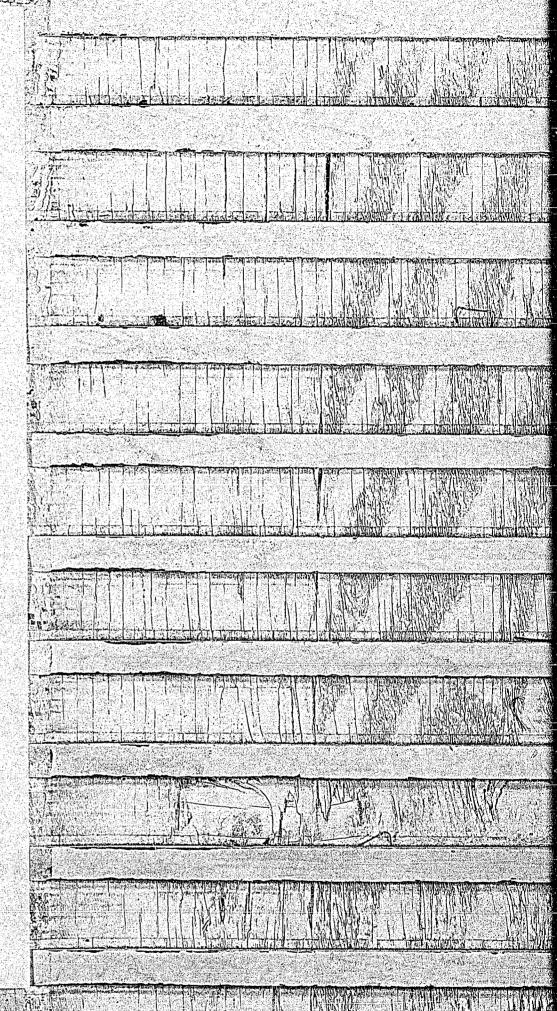
at 10;15 o'clock A M, and du's
recorded in Vol. M 72 of MORTGAGES

Fagg 3370

Wmi D. MILNE, County Clerk

By Hay Plan Deputy
Fee \$8.00 Deputy

Mater Innest Co O. C. Bef 209 Ch. 800 city



Record