34791

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

SN

25.01902

THIS MORTGAGE, Made this 30th day of May, 19 72, by JOE L. KELLER and ROSIE A. KELLER, husband and wife Mortgagor, to MARTHA KELLER, a widow Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Three Thousand Four Hundred and No/100ths ($3,400)-------------- 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:

A Tract of land situated in the NW$\frac{1}{4}$SW$\frac{1}{4}$ and the NE$\frac{1}{4}$SW$\frac{1}{4}$ of Section 12, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin marking the northeast corner of Lot 1, Block 8, of Tract 1020 - Third Addition to Sunset Village, a duly recorded plat; thence along the northerly line of said Tract 1020; N70°17'42" W. 110.00 feet; thence northerly along the arc of a curve to the left (central angel = 01°54'46", long cord bears N18°44'55" E - 26.54 feet) 26.54 feet; thence N72°12'28" W 172.49 feet to the easterly line of Tract 1000 - Second Addition to Sunset Village, a duly recorded plat; thence along the easterly boundary of said Tract 1000; N20°01'40" E 36.50 feet; N09°59'51" E 96.98 feet; N02°46'25" E 60.49 feet; North 366 feet, more or less, to the north line of the SW$\frac{1}{4}$ of said Section 12; thence easterly along the northerly line of the SW$\frac{1}{4}$ of said Section 12, 280 feet; thence south 366 feet, more or less to an iron pin; thence S01°20'16" W 42.25 feet; thence S05°29'10" W 88.76 feet; thence S11°06'27" W 88.75 feet; thence S16°48'42" W 91.38 feet to the point of beginning, containing 3.9 acres, more or less. SUBJECT TO: 1971-72 taxes; acreage and use limitations under provisions of United States Statutes and regulations issued thereunder; liens, assessments, regulations, contracts, easements, and water and irrigation rights of Klamath Project and Enterprise Irrigation District; regulations, liens, assessments, and laws relating to So. Suburban Sanitary District; and easements and rights of way of record and apparent thereon.

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

$3,400.00 Klamath Falls, Oregon, May 30, 1972

I (or if more than one maker) we, jointly and severally, promise to pay to the order of MARTHA KELLER, a widow at Klamath Falls, Oregon Three Thousand Four Hundred and No/100ths------------------------ DOLLARS, with interest thereon at the rate of five percent per annum from date hereof until paid, payable in annual installments of not less than $850.00 in any one payment; interest shall be paid annually and * in addition to XXXXXXXX the minimum payments above required; the first payment to be made on the 1st day of May, 1973, and a like payment on the 1st day of May 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 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, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

* Strike words not applicable.

/s/ Joe L. Keller

/s/ Rosie A. Keller

FORM No. 217—INSTALLMENT NOTE. SN Stevens-Ness Law Publishing Co., Portland, Ore.

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 except as above set forth 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; [illegible] 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; [illegible] 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.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) XXXX