

28-3783  
THIS INDENTURE, Made this 20th day of November, 19 72,

between Richard Key

as mortgagor..., and John Kalita and Eleanor C. Kalita,  
husband and wife

as mortgagee S.,

WITNESSETH, That the said mortgagor... for and in consideration of the sum of Five  
Thousand Five Hundred Fifteen and 62/100ths---- Dollars (\$5,515.62.) to be  
paid by the said mortgagee S., do ES 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:

S 1/2 S 1/2 N 1/2 and the S 1/2 of the E 1/2 NE 1/4 of Section 32, ①  
Township 35 South, East of the Willamette Meridian, Klamath  
County, Oregon. Range 13

Mortgagee agrees to execute and deliver to Mortgagor partial  
releases from this Mortgage from time to time in no less  
than 2 1/2 acre parcels on the formula that each acre has a  
value of \$150.00 of the balance of the purchase price with said  
partial releases based and conditioned on payments made by  
Mortgagor to Mortgagee of the balance of the purchase price.  
Mortgagor may accelerate payment of said balance without  
penalty therefor.

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.



THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
 Five Thousand Five Hundred Fifteen and 62/100ths----- Dollars  
 (\$ 5,515.62 ) in accordance with the terms of that ----- certain promissory note of which the  
 following is substantially a copy, to-wit:

\$ 5,515.62 November 15, 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  
 at Chiloquin, Oregon  
 FIVE THOUSAND FIVE HUNDRED FIFTEEN and 62/100 (\$5,515.62) \*\*\* DOLLARS,  
 with interest thereon at the rate of 6 1/2 percent per annum from November 15, 1972 until paid, payable in  
 ten annual installments of not less than \$752.16 or more, one payment; interest shall be paid annually and  
 the minimum payments above required; the first payment to be made on the 15th day of November  
 1973 and a like payment on the 15th day of November 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.

Richard Key

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 No-  
 tice below),
- (b) - for an organization or (even if mortgagor is a natural person) are for business or commercial pur-  
 poses other than agricultural purposes.

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

That he is lawfully seized of said premises, and now has a valid and unincumbered  
 fee simple title thereto,

and that he will forever warrant and defend the same against the claims and demands of all per-  
 sons whomsoever;

That he 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 he 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 he 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 agen-  
 cies as may be deemed desirable by the mortgagee.

That so long as this mortgage shall remain in force he 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-  
 no insurance in some company or companies acceptable to



cies as may be deemed desirable by the mortgagees.  
That so long as this mortgage shall remain in force he will keep the buildings now erected.

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or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$ no insurance in some company or companies acceptable to said mortgagees and for the benefit of said mortgagees, and will deliver all the policies and renewals thereof to said mortgagees.

NOW, THEREFORE, if the said mortgagor 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 mortgagees 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 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 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 mortgagees 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 has hereunto set his hand the day and year first above written.

Richard Key  
Richard Key

6106 Goodland Ave  
No. Hollywood Calif

\*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-M Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-M Form No. 1306, or equivalent.



