

70417

Vol. 13210

28-383  
THIS INDENTURE, Made this 9th day of November, 1972,

between Sandra Knell

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

as mortgagees,

WITNESSETH, That the said mortgagor for and in consideration of the sum of One  
Thousand Six Hundred Fifty-four and 69/100ths--Dollars (\$1,654.69) to her  
paid by the said mortgagees, do hereby grant, bargain, sell and convey unto the said mortgagees, and  
assigns those certain premises situated in the County of Klamath, and State of  
Oregon, and described as follows:

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

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 mortgagees, and  
assigns forever.

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THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of One  
Thousand Six Hundred Fifty-four and 69/100ths Dollars  
 (\$1,654.69) in accordance with the terms of a certain promissory note of which the  
 following is substantially a copy to-wit:

\$ 1,654.69 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 DOLLARS,  
 ONE THOUSAND SIX HUNDRED FIFTY FOUR and 69/100 (\$1,654.69) \*\*\*  
 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 \$ 225.24 or, if the 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.

Sandra Knell

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 Notice below),  
 (b)\* for an organization or (even if mortgagor is a natural person) for business or commercial purposes other than agricultural purposes.

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

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

and that she will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That she 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 she 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 she 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 agencies as may be deemed desirable by the mortgagee.

That so long as this mortgage shall remain in force she 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 \$.....-0-..... in some company or companies acceptable to said mortgagee. 2 and for the benefit of said mortgagee, and will deliver all the policies and renewals thereof to said mortgagee. 3

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 mortgagee. 5 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 mortgagee. 5 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 mortgagee. 5 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 her..... hand..... the day and year first above written.

*Sandra Knell*  
Sandra Knell

6101 Goodland Ave  
No. Hollywood, Ca. 91606

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



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CALIFORNIA  
STATE OF ~~OREGON~~County of Los Angeles ss.

BE IT REMEMBERED, That on this 9th day of November, 1972,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Sandra Knell

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



OFFICIAL SEAL  
SEIBERT WEISSMAN  
NOTARY PUBLIC-CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Expires August 27, 1976

Seibert Weissman  
Notary Public for California  
My Commission expires August 27, 1976

## MORTGAGE

(FORM No. 5)

TO

STATE OF OREGON, ss.

County of KLAMATH

I certify that the within instru-  
ment was received for record on the  
15th day of NOVEMBER,  
1972, at 3:55 o'clock P.M.,  
and recorded in book M 72 on  
page 13210, Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

WM. D. MILNE

COUNTY CLERK

Title

By F. Regal Wiegand Deputy.

JES. STEVENSON-LAW FIRM, P.C., PORTLAND, ORE.

Winema ReutherBox 181Chiloquin

FEE \$ 8.00

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WARRANTY DEED TO CREATE ESTATE BY THE ENTIRETY  
This Indenture Witnesseth, THAT

HARRY M. STONE and LOLA STONE, husband  
and wife,  
hereinafter known as grantors, for the consideration hereinafter stated  
have bargained and sold by these presents do grant, bargain, sell and convey unto  
HOWARD C. LEONARD and M. IONE LEONARD,  
husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:

Lot 591, Block 108 Mills Addition to the City of Klamath  
Falls, Klamath County, Oregon.

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The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 8,500.00  
However, the actual consideration includes either property which is part of the consideration.  
(Strike out the above when not applicable)

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as an  
estate by the entirety. And the said grantors do hereby covenant, to and with the said grantees, and  
their assigns, that they are the owner s in fee simple of said premises; that they are free from  
all incumbrances,

and that they will warrant and defend the same from all lawful claims whatsoever,  
IN WITNESS WHEREOF, They have hereunto set their hands and seals  
this 20th day of June, 19 69.

(SEAL) Harry M. Stone (SEAL)  
(SEAL) Lola Stone (SEAL)

STATE OF OREGON, County of Klamath ) ss.  
Personally appeared the above named Harry M. Stone and Lola Stone, husband and wife,  
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
Ernest F. Jordan  
Notary Public for Oregon.  
My commission expires 5-15-72

STATE OF OREGON, } ss.  
County of Klamath

After recording return to:  
Ernest F. Jordan  
540 Main Street  
Klamath Falls, Ore. 97601

From the Office of  
GANONG, GANONG & GORDON  
First Federal Building  
Klamath Falls, Oregon 97601

I certify that the within instrument was re-  
ceived for record on the 15th day of NOVEMBER  
1972, at 3:55 o'clock PM, and recorded in book  
M. 72 on page 13214. Record of Deeds of  
said County.

Witness my hand and seal of County affixed.

By Wm. D. Milne  
County Clerk-Recorder  
Deputy

FEE \$ 2.00