

Vol. 72 Page 14468
CERTIFICATE NO. 13896

STATE OF OREGON
DEPARTMENT OF REVENUE
Salem, Oregon 97310

COUNTY.....Klamath.....
 PROBATE NO. Unprobated.....
 FILE NO. ~~11111111111111111111~~.....

Inheritance Tax Certificate

ORIGINAL

ORIGINAL

I, C. H. Mack, Director, do hereby certify that, pursuant to the Inheritance Tax Law of Oregon, no inheritance tax has been found due from the Estate of MAST, GEORGE L., deceased, who died on or about the 2 day of JUNE, 19 72.

Identifying reference to any

about the 2 day of
 ORS 118.250 as amended in 1971 does not require that the certificate contain an identifying reference to any
 real property considered in determining no tax liability.

DATED at Salem, Oregon, this 11 day of December, 19 72

C. H. MACK, Director

By

JEM

FORM 17-3 (Rev. 6-73) 588 Ence

STATE OF OREGON; COUNTY OF KLAMATH; ss.

STATE OF OREGON; COUNTY OF CLATSOP
Filed for record at request of H. F. Smith
this 18th day of Dec. A.D., 1972 at 10:11 o'clock A. M., and duly recorded in
Vol. M72, of Inheritance Tax Cert. on Page 11468
WM. D. MELNE, County Clerk

this ... 1931
Vol. M72

WM. D. MELNE, County Clerk

By

Fee \$2.00

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are: ~~for the purchase of real estate or for the improvement of real estate or for the payment of the principal of or interest on any debt or for the payment of any other obligation or for the payment of any other purpose other than~~
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, if said mortgagor 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 if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee 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 if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee 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 mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial 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, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Joe E. Fales

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, or such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

MORTGAGE

(FORM NO. 18A)

TO

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19 at o'clock M., and recorded in book or page of as

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title.

Deputy.

By

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

NEVADA
STATE OF NEVADA,

County of Washoe

BE IT REMEMBERED, That on this 11 day of December, 1972, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named JOE E. FALES

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



LUCY M. IVERS
Notary Public - State of Nevada
Washoe County
My Commission Expires April 24, 1973

Lucy M. Ivers
Notary Public for Nevada, Nevada.
My Commission expires

The following described real property situate in Klamath County, Oregon:

All that portion of Tracts 32 and 36, Enterprise Tracts, situated in the Northwest Quarter (NW $\frac{1}{4}$) of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the southeast corner of said Tract 32; thence North 89° 30' 45" West a distance of 281.8 feet (West 281.7 feet by previous records) to an iron pipe on the Northwestern line of Austin Street as deeded to Klamath County by Deed Vol. 229 page 300, Klamath County Deed Records; thence North 34° 07' 30" East at right angles to South Sixth Street and along the Northwestern line of Austin Street a distance of 183.08 feet to an iron pin on a point on a line that is parallel to and 180 feet distant at right angles from the east line of said Tract 32; thence North 0° 20' 45" East along said parallel line and along the westerly line of Austin Street a distance of 722.70 feet to an iron pin being the True Point of Beginning of this description; said point being South 0° 20' 45" West a distance of 400.02 feet from the iron pin marking the southerly line of Shasta Way; thence North 89° 39' 15" West a distance of 629.67 feet to an iron pin on the southeasterly line of Avalon Street; thence North 30° 37' East along the southeasterly line of Avalon Street a distance of 284.57 feet to an iron pipe; thence North 89° 56' East a distance of 150.11 feet to an iron pipe; thence North 0° 07' 30" West a distance of 150.11 feet to an iron pipe on the southerly line of Shasta Way; thence North 89° 50' 30" East along the southerly line of Shasta Way a distance of 377.21 feet to an iron pin on the west line of Austin Street; thence South 0° 20' 45" West along the west line of Austin Street a distance of 400.02 feet to the True Point of Beginning of this description.

The bearing of the above described tract of land is based on South Sixth Street bearing being North 55° 52' 30" West from the intersection of Austin Street. The above described tract of land contains 4.468 acres, more or less.

SUBJECT TO:

1. Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights on connection therewith.
2. Rights of the public in any portion of the herein described premises lying within the limits of any road or highway.
3. Agreement, including the terms and provisions thereof, executed by Oregon Shopping Center, Inc., an Oregon Corporation, and Erickson Investment Co., a California Corporation, dated July 30, 1965, recorded March 30, 1966, in Microfilm records as Document No. 5080 in Vol. M66 page 2768, records of Klamath County, Oregon. And as extended by First Addendum dated October 4, 1966, recorded October 27, 1966, in Vol. M66 page 11345, Microfilm records of Klamath County, Oregon.
4. Mortgage, including the terms and provisions thereof, given by Oregon Shopping Center, Inc., an Oregon Corporation, to First Federal Savings and Loan Association of Klamath Falls, a Federal Corporation, dated August 1, 1962, recorded August 1, 1962, in Vol. 212 page 87, Mortgage records of Klamath County, Oregon, to secure the payment of \$269,000.00.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Frohnmaier & Deatherage

Filed for record at request of _____
this 18th day of DECEMBER A. D. 1972 at 10:54 o'clock A. M., and duly recorded in
Vol. M 72 of MORTGAGES on Page 11469
FEE \$ 6.00

WM. D. MILNE, County Clerk

W. D. Milne