

KNOW ALL MEN BY THESE PRESENTS, That MURRAY E. ROBINSON and ETHEL G. ROBINSON, husband and wife, hereinafter called grantor,

for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC.

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

The West 1/2 of Lot 1 and the East 1/2 of Lot 2 in Block 8, ORIGINAL TOWNSITE OF THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

THIS IS A GIFT DEED

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 25,000.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which) In construing this deed the singular includes the plural as the circumstances may require.

Witness grantor's hand this day of December, 1972

Murray E. Robinson
Ethel G. Robinson

STATE OF OREGON, County of Klamath, ss. December, 1972. Personally appeared the above named MURRAY E. ROBINSON and ETHEL G. ROBINSON and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *Maximilian B. Steinfeld*
Notary Public for Oregon
My commission expires *Dec 31, 1976*

(OFFICIAL SEAL)

NOTE—The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.

Bargain and Sale Deed

MURRAY E. ROBINSON and
ETHEL G. ROBINSON

TO
PRESBYTERIAN
INTERCOMMUNITY
HOSPITAL, INC.

AFTER RECORDING RETURN TO
Presbyterian Intercommunity Sp.
2865 Daggett
City
attn: Daniel Arnold

(DON'T USE THIS SPACE! RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

FEE \$2.00

STATE OF OREGON

County of Klamath ss.
I certify that the within instrument was received for record on the 29th day of Dec., 1972, at 3:37 o'clock PM., and recorded in book M72 on page 15129 or as filing fee number 71902, Record of Deeds of said County.

Witness my hand and seal of County affixed.
WM. D. MILNE,
COUNTY CLERK
By *Harold Dragild* Deputy

15127

8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same, to be applied upon the indebtedness;
9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee;
10. To promptly notify mortgagee in writing of a transfer of ownership of the premises or any part or interest in same, and to furnish a copy of the instrument of transfer to the mortgagee; a purchaser shall pay interest as prescribed by ORS 407.070 on all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and effect.

The mortgagee may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expenditures made in so doing including the employment of an attorney to secure compliance with the terms of the mortgage or the note shall draw interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagor without demand and shall be secured by this mortgage.

Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified in the application, except by written permission of the mortgagee given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this mortgage subject to foreclosure.

The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising from a breach of the covenants.

In case foreclosure is commenced, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs incurred in connection with such foreclosure.

Upon the breach of any covenant of the mortgage, the mortgagee shall have the right to enter the premises, take possession, collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to the appointment of a receiver to collect same.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations which have been issued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 29 day of December, 1972

Harlice Stripling (Seal)
Leona M. Stripling (Seal)
 (Seal)

ACKNOWLEDGMENT

STATE OF OREGON,

County of Klamath ss.Before me, a Notary Public, personally appeared the within named HARLICE STRIPLING and LEONA M.

STRIPLING his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS by hand and official seal the day and year last above written

Phyllis M. Douba
 PHYLIS M. DOUBA Notary Public - Oregon
 My commission expires 1/10/76

MORTGAGE

L-94994-P

FROM TO Department of Veterans' Affairs

STATE OF OREGON,

County of Klamath ss.I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages.No. M72 Page 15126 the 29th day of Dec., 1972, WM. D. MILNE, KLAMATH County CLERKBy *Hazel Drail* Deputy.Filed Dec. 29, 1972 3:37 at o'clock P.M.County CLERK, WM. D. MILNE, By *Hazel Drail* Deputy.

After recording return to:
 DEPARTMENT OF VETERANS' AFFAIRS Fee \$4.00
 General Services Building
 Salem, Oregon 97310

Form L-4 (Rev. 5-71)