

A-22598

72400

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

Vol. 7773 Page 584

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THIS MORTGAGE, Made this 15th day of January, 1973,
by James Peter Owens, Mortgagor,
to Jo Anna Hannigan, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of - - - Eighty Thousand, and 00/100 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:

The East half of the Northeast quarter of Section 8, Township 33 South, Range 7½ East of the Willamette Meridian, Government Lots 1 and 2 and that portion of Government Lots 7 and 8 lying Westerly of the Westerly right of way line of Highway Number 62 in Section 9, Township 33 South, Range 7½ East of the Willamette Meridian, W½ of NW¼, Section 9, Township 33 South, Range 7½ East of the Willamette Meridian.

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

\$ 80,000.00 Klamath Falls, Oregon January 15 19 73
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Jo Anna Hannigan,
c/o U. S. National Bank,
at Klamath Falls, Oregon
- - - - Eighty Thousand, and 00/100 - - - - DOLLARS,
with interest thereon at the rate of 7-1/2 percent per annum from January 16, 1973 until paid, payable in
annual installments of not less than \$ 26,666.67 in any one payment; interest shall be paid with principal and
in addition to the minimum payments above required; the first payment to be made on the 16th day of January
19 74, and a like payment on the 16th day of each January 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.

a/ James Peter Owens

No prepayment allowed.

FORM No. 217—INSTALLMENT NOTE.

SN Stevens-Hess 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

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; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. 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; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. 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.

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STATE OF OREGON
I HEREBY CERTIFY
IS A TRUE, FAITHFUL
VITAL STATIST

Return to

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) 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 without waiver, however, of 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 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.

James Peter Owens

*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, as 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. 105A)

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 16th day of January, 1973, at 3:56 o'clock P.M., and recorded in book M 73 on page 581, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. NINE

COUNTY CLERK

Title

By Hazel Drayle Deputy

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

SEE \$ 1.00

Ret to GS+2

STATE OF OREGON,

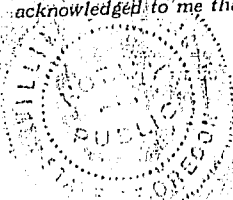
County of Klamath

BE IT REMEMBERED, That on this 16th day of January, 1973, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named James Peter Owens,

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.

William J. Sessine
 Notary Public for Oregon
 My Commission expires Oct 2 1974



STATE OF OREGON
 I HEREBY CERTIFY
 IS A TRUE, FAITHFUL
 VITAL STATIST

Return to

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STANDARD CERTIFICATE OF DEATH 15531

STATE OF OREGON
BOARD OF HEALTH - PORTLAND
PUBLIC HEALTH SERVICE

LOCAL REGISTRAR'S NUMBER 382 DATE RECEIVED _____

1. NAME OF DECEASED Ruth Evangeline Henderson

2. PLACE OF DEATH
A. COUNTY Klamath
B. CITY, TOWN, OR LOCATION Malin
C. LENGTH OF STAY IN 2B 2 WEEKS
D. NAME OF HOSPITAL OR INSTITUTION Malin

3. USUAL RESIDENCE
A. STATE Oregon
B. COUNTY Malin
C. CITY, TOWN, OR LOCATION Malin
D. STREET ADDRESS, RURAL ROUTE, ETC. Malin

4. DATE OF DEATH December 17, 1929 5. SEX Female 6. COLOR OR RACE White 7. MARITAL STATUS Married

8. SOCIAL SECURITY NO. _____ 9. USUAL OCCUPATION housewife 10. KIND OF BUSINESS OR INDUSTRY None 11. NAME OF SPOUSE George Henderson

12. DATE OF BIRTH Sept. 21, 1896 13. AGE LAST BIRTHDAY 63 14. BIRTHPLACE (State or Foreign Country) Cleveland, Ohio 15. WAS DECEASED A CITIZEN OF U.S.

16. IF DECEASED WAS A VETERAN, WHAT WAR? _____ 17. NAME OF FATHER Albert Penhollow 18. MAIDEN NAME OF MOTHER Jeannie Penhollow

19. CAUSE OF DEATH (ENTER ONLY ONE CAUSE PER LINE IN (A), (B), AND (C).)
PART I: DEATH WAS CAUSED BY: Pneumonia
DUE TO (B): Renal Insufficiency
DUE TO (C): Convulsive Seizure

PART II: Other Significant Conditions Contributing to Death but not related to the immediate cause of death: _____

20. TIME OF DEATH _____ 21. PLACE OF DEATH _____ 22. DESCRIBE HOW INJURY OCCURRED _____

23. CERTIFICATE: I certify that I (attendant) (immediately after death) the deceased from or on _____ (date) and that the death occurred at _____ (date) from the cause and on the date stated above.

24. RESERVE FOR REGISTRAR'S USE

25. DECEASED WILL BE Interred 12/21/29 Malin Cemetery Malin, Oregon

26. DATE RECEIVED BY REGISTRAR 12-21-29 Marian Johnson Malin

STATE OF OREGON, COUNTY OF MULTNOMAH)SS
I HEREBY CERTIFY THAT THE FOREGOING COPY HAS BEEN COMPARED BY ME WITH THE ORIGINAL DOCUMENT AND IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE AS THE SAME APPEARS ON FILE IN THE VITAL STATISTICS SECTION OF THE OREGON STATE HEALTH DIVISION AND IN MY OFFICIAL CARE AND CUSTODY.

STATE REGISTRAR
Merrill M. Math

Return to Wilbur O. Brickner
P. O. Box 446
Merrill, Oregon 97633

STATE OF OREGON, COUNTY OF KLAMATH; ss.
Filed for record at request of WILBUR O. BRICKNER
this 17th day of January A. D., 1973 at 9:41 o'clock A. M., and duly recorded in
Vol. M.73, of DEEDS on Page 586
W. D. MILNE, County Clerk
By *Hazel Brazil*

FEE \$ 2.00

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