

A-25732

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

SN

73662

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THIS MORTGAGE, Made this 22nd day of February, 1973,  
by LYDIA RODRIGUES AND BETTY JANE COOLEY  
to PACIFIC WEST MORTGAGE CO., an Oregon corporation

WITNESSETH, That said mortgagor, in consideration of SIX THOUSAND AND NO/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 cer-  
tain real property situated in Klamath County, State of Oregon, bounded and described as  
follows, to-wit:

The following described real property situate in Klamath County, Oregon:  
The W1/2 of the E 1/2 of Government Lot 22 of Section 9, Township 35 South,  
Range 7 East of the Willamette Meridian.

## SUBJECT TO:

1. Reservations contained in Deed given by The United States of America, Department of the Interior, acting by and through the Area Director of the Portland Area Office of the Bureau of Indian Affairs to Puckett & Scherer, a co-partnership, dated April 19, 1957, recorded June 11, 1957, in Volume 292 of Deeds on page 254, records of Klamath County, Oregon as follows:

(1) There is reserved from the lands hereby granted: Right of Way to the Pacific Telephone and Telegraph Company for Pole line approved by Jos. M. Dixon, First Assistant Secretary on March 16, 1931, subject to the provisions of the Act of March 3, 1901 (31 Stat. L., 1058-1083); Departmental regulations thereunder; and subject also to any prior valid existing right or adverse claims.

(2) Right of Way to Klamath County Court, Klamath County, Oregon, for the Williamson River Market Road, approved by John H. Edwards, Assistant Secretary on June 24, 1925, subject to the provisions of the Act of March 3, 1901 (31 Stat. L., 1058-1084); Departmental regulations thereunder; subject to the terms conditions and covenants of stipulations executed by the Klamath County Court dated May 25, 1925, and subject also to any prior, valid existing right or adverse claim.

(3) Right of way to Oregon State Highway Commission for highway approved by Oscar L. Chapman, Assistant Secretary on October 22, 1938, subject to the provisions of the Act of March 3, 1901 (31 Stat. L., 1058-1084); Departmental regulations thereunder; and subject also to any prior valid existing right or adverse claim.

Title to the above described property is conveyed subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record.

All subsurface rights, except water, are hereby reserved, in trust, for the heirs of Pelton John, deceased Klamath Allotte No. 1524.

2. Easement, including the terms and provisions thereof, dated June 11, 1969, recorded June 11, 1969 in Volume M69 page 4968 in favor of Pacific Power and Light Company for electric transmission line over Lot 22.

reasonable attorney's fees in the appellate court.

/s/Lydia Rodrigues

/s/Betty Jane Cooley

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

\$ 6,000.00

February 22, 1973

I (or if more than one maker) we, jointly and severally, promise to pay to the order of **PACIFIC WEST MORTGAGE CO** an Oregon corporation at **Stayton, Oregon** **SIX THOUSAND AND NO/100** DOLLARS.

with interest thereon at the rate of **9 3/4** percent per annum from **2/22/73** until paid, payable in **monthly** installments, at the dates and in amounts as follows: **59 monthly installments of \$78.47** with first payment due on or before **3/22/73** and the same amount each month thereafter until **2/22/78** when any remaining principal plus interest shall be due and payable.

balloon payments, if any, will not be refinanced; interest shall be paid **monthly** and in addition to the payments above required, which shall continue until this note, principal and interest, is fully 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 the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

/s/Lydia Rodriguez

/s/Betty Jane Cooley

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 the 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 title officers or searching agencies as may be deemed desirable by the mortgagee.



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 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 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.

*Lydia E. Rodrigues*  
*Betty Jane Cooley*

\*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)

LYDIA RODRIGUES

BETTY JANE COOLEY

TO

PACIFIC WEST MORTGAGE CO.

an Oregon corporation

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 27 day of February, 1973, at 2:00 o'clock P.M. and recorded in book M73 on page 2046 or as filing fee number 73662

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

Wm. D. Milne

County Clerk Title

By *Christopher J. Bell* Deputy

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

BELL & BELL  
 ATTORNEYS AT LAW  
 STAYTON, OREGON 97383

Fee \$6.00

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 22nd day of February, 1973,

before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Lydia Rodrigues and Betty Jane Cooley

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

*Richard H. Marshall*  
 Notary Public for Oregon.  
 My Commission expires 2/6/77

