

28-4844

1 THIS MORTGAGE, made this 9th day of May, 1973, by Elso DeJong and Dita DeJong,
2 husband and wife, Mortgagors, to Mary L. Schmidt Atkinson, Mortgagee,

3 WITNESSETH, that said Mortgagors, in consideration of \$14,000.00 to them
4 paid by said Mortgagee, do hereby grant, bargain, sell and convey unto said
5 Mortgagee, her heirs, administrators and assigns, that certain real property
6 situated in Klamath County, Oregon, bounded and described as follows, to-wit:

7 PARCEL 1: A fraction of Sections 9 and 16, Township 39 South, Range 11 East of
8 the Willamette Meridian, more particularly described as follows:
9 A portion of Bowne Addition to the Town of Bonanza now vacated as shown by the
10 official plat thereof; The Westerly 12½ feet of Lots 2 and 23 and all of Lots
11 3 to 22, inclusive, in Block 48; Lots 1 to 18 inclusive in Block 49; Lots 1 to
12 6 inclusive and Lots 13 to 24 inclusive in Block 50; All of Block 67; All of
13 Block 66; Lots 3 to 24 inclusive in Block 68; Lots 3 to 22 inclusive and the
14 Westerly 4.5 feet of Lot 23 in Block 69; The Westerly 4.5 feet of Lots 2 and
15 23 and all of Lots 3 to 22 inclusive in Block 76; All of Block 77; All of
16 Block 78; All of Block 79; And also those portions of the streets and alleys
17 which attach to the aforesaid lots by operation of law through the order of
18 vacation shown in Book 191 at page 421 of Klamath County deed records.

19 Beginning at the corner common to Sections 9, 10, 15 and 16, Twp. 39 South,
20 Range 11 E.W.M., which point is on the center line of Carroll Avenue as platted
21 on the Bowne Addition to Bonanza, Oregon; thence, North 330 feet, more or less,
22 along the center line of said Carroll Avenue to its intersection with the cen-
23 ter line of Union Street in said Bowne Addition; thence, West 1440 feet along
24 the center line of said Union Street to the center line of Bowne Avenue in
25 said addition; thence, North 300 feet along the center line of said Bowne Ave-
26 nue to the South line of Grant Street in said Addition; thence, West 30 feet
27 along the South line of said Grant Street to the West line of said Bowne Ave-
28 nue; thence, South along the West line of said Bowne Avenue and along the ex-
29 tension of said West line a distance of 1290 feet, more or less, to the middle
30 of Lost River; thence, Northeasterly and Easterly along the middle of Lost
31 River to the East line of said Section 16; thence, North along said Section
32 line, which marks the center line of said Carroll Avenue, a distance of 250
feet, more or less, to the point of beginning, being a portion of the South
half of the Southeast quarter of Section 9 and a portion of the North half of
the Northeast quarter of Section 16, Twp. 39 S., R. 11, E.W.M.
SAVING AND EXCEPTING therefrom the following described property which was con-
veyed by T. A. Lovelady and Nevada Lovelady, husband and wife, to Klamath
County, Oregon, by deed recorded on November 28, 1947, in Book 214 at page 247
of Klamath County deed records, to-wit:

Beginning at the corner common to Sections 9, 10, 15 and 16, Twp. 39 South,
Range 11 E.W.M., which point is on the center line of said Carroll Avenue, as
platted on Bowne's Addition to Bonanza, Oregon; thence, North 330 feet, more
or less, along the center line of said Carroll Avenue to its intersection with
the center line of Union Street in said Bowne's Addition; thence, West along
the center line of said Union Street a distance of 45 feet; thence, South
along a line parallel to the center line of said Carroll Avenue to the middle
of Lost River; thence, Easterly along the middle of Lost River to the line be-
tween said Sections 15 and 16; thence, North along said section line to the
point of beginning, being a portion of vacated Carroll Avenue of vacated Block
97 and of a portion of a parcel of land formerly designated as a park in the
vacated portion of Bowne's Addition to Bonanza, Oregon, said parcel of land
now being used for County Road purposes.

PARCEL 2: SW¼NE¼, less portion deeded as described in Volume 92, page 432,
Deed Records of Klamath County, Oregon, described as follows:

1 All those parts of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of the middle of the main channel of
 2 Lost River, Section 16, Township 39 South, Range 11 East of the Willamette Meri-
 3 dian.
 4 SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, less portion deeded for road as described in Volume 74,
 5 page 71, Deed Records of Klamath County, Oregon, all in Section 16, Township 39
 6 South, Range 11 East of the Willamette Meridian.
 7 That part of the N $\frac{1}{4}$ NE $\frac{1}{4}$, Section 16, Township 39 South, Range 11 East of the
 8 Willamette Meridian lying South of Lost River.

9 PARCEL 3: Beginning at a point which is North 988.2 feet West 360 feet from
 10 section corner common to Sections 9, 10, 15 and 16, Township 39
 11 South, Range 11 East of the Willamette Meridian; thence North along center line
 12 of Seattle Street 165 feet; thence West along center line of alley 80 feet to
 13 West line of Lot 23, Block 49 extended; thence South 165 feet along the West
 14 line of Lot 23 to center of Price Street; thence East to point of beginning,
 15 which includes portions of vacated streets and alleys.

16 EXCEPT

17 from Parcels 1 and 3 above, the following described tract:

18 A parcel of land situated in vacated Blocks 48, 49 and 50 of Bowne Addition
 19 to the Town of Bonanza, a duly recorded Subdivision in Klamath County, Oregon.

20 Commencing at a point where the Southerly right of way line of North Street in-
 21 tersects the centerline of Carroll Avenue as shown on the official plat of said
 22 Bowne Addition; thence South 89°54'24" West along the said right of way line of
 23 North Street, 67.50 feet to a 5/8 inch iron pin marking the point of beginning
 24 for this description; thence continuing South 89°54'24" West, 832.17 feet to the
 25 Northwest corner of Lot 6 of said vacated Block 50; thence South 00°08'00" East
 26 along the Westerly line of said Lot 6 and the Southerly extension thereof,
 27 141.56 feet to a 5/8 inch iron pin; thence South 89°44'50" East, 326.97 feet to
 28 a 5/8 inch iron pin; thence South 76°54'14" East, 518.98 feet to a 5/8 inch iron
 29 pin; thence North 00°08'00" West, 261.95 feet to the point of beginning.

30 SUBJECT TO a life estate of Mortgagee in and to the above-described property.

31 Together with all and singular the tenements, hereditaments and appurten-
 32 ances thereunto belonging or in anywise appertaining, and which may hereafter
 33 thereto belong or appertain, and the rents, issues and profits therefrom, and
 34 any and all fixtures upon said premises at the time of the execution of this
 35 mortgage or at any time during the term of this mortgage.

36 TO HAVE AND TO HOLD the said premises with the appurtenances unto the said
 37 mortgagee, her heirs, executors, administrators and assigns forever.

38 This mortgage is intended to secure the payment of one promissory note, of
 39 which the following is a substantial copy:

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		Klamath Falls, Oregon		May 9, 1973	
\$ 14,000.00		Each of the undersigned promises to pay to the order of Mary L. Schmidt Atkinson, United States National Bank, Klamath Falls, Oregon			
- - - Fourteen Thousand, and 00/100 -		2,000.00		DOLLARS,	
payable in annual installments of not less than \$		2,000.00		in any one payment. The first payment to be made on the 1st day of April, 1974, and a like payment on the 1st day of each April thereafter, until the whole sum of	
- - - Fourteen Thousand, and 00/100 -				DOLLARS	
has been paid; if any of said installments is not so paid, the whole sum to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of any attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises 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.					
Due April 1, 1980		s/ Elso DeJong			
At Klamath Falls, Oregon		s/ Dita DeJong			
No.					

FORM No. 787—INSTALLMENT NOTE—Without Interest (Oregon UCC).

SC

STEVENS-HISS LAW FIRM CO., PORTLAND

13 And said mortgagors covenant to and with the mortgagee, her heirs, execu-
 14 tors, administrators and assigns, that they are lawfully seized in fee simple
 15 of said premises and have a valid, unencumbered title thereto, EXCEPT a prior
 16 mortgage to The Federal Land Bank of Spokane, recorded June 18, 1970, in M-70
 17 at page 5017, to which this mortgage is second and junior, and will warrant
 18 and forever defend the same against all persons; that they will pay said note
 19 according to the terms thereof; that while any part of said note remains unpaid
 20 they will pay all taxes, assessments and other charges of every nature which
 21 may be levied or assessed against said property, or this mortgage or the note
 22 above described, when due and payable and before the same may become delinquent
 23 that they will promptly pay and satisfy any and all liens or encumbrances that
 24 are or may become liens on the premises or any part thereof superior to the
 25 lien of this mortgage; that they will keep the buildings now on or which here-
 26 after may be erected on the said premises continuously insured against loss or
 27 damage by fire and such other hazards as the mortgagee may from time to time re-
 28 quire, in an amount not less than the original principal sum of the note or ob-
 29 ligation secured by this mortgage, in a company or companies acceptable to the
 30 mortgagee, with loss payable first to the mortgagee and then to the mortgagors
 31 as their respective interests may appear; all policies of insurance shall be
 32 delivered to the mortgagee as soon as insured. Now if the mortgagors shall

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KLAMATH FALLS, ORE.
97601

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1 fail for any reason to procure any such insurance and to deliver said policies
2 to the mortgagees at least fifteen days prior to the expiration of any policy of
3 insurance now or hereafter placed on said buildings, the mortgagee may procure
4 the same at mortgagors' expense; that they will keep the buildings and improve-
5 ments on said premises in good repair and will not commit or suffer any waste
6 of said premises. At the request of the mortgagee, the mortgagors shall join
7 with the mortgagee in executing one or more financing statements pursuant to the
8 Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for
9 filing the same in the proper public office or offices, as well as the cost of
10 all lien searches made by filing officers or searching agencies as may be deemed
11 desirable by the mortgagee.

12 Now, therefore, if said mortgagors shall keep and perform the covenants here-
13 in contained and shall pay said note according to its terms, this conveyance
14 shall be void, but otherwise shall remain in full force as a mortgage to secure
15 the performance of all of said covenants and the payment of said note; it being
16 agreed that a failure to perform any covenant herein, or if a proceeding of any
17 kind be taken to foreclose any lien on said premises or any part thereof, the
18 mortgagee shall have the option to declare the whole amount unpaid on said note
19 or in this mortgage at once due and payable, and this mortgage may be fore-
20 closed at any time thereafter. And if the mortgagors shall fail to pay any
21 taxes or charges or any lien, encumbrance or insurance premium as above pro-
22 vided for, the mortgagee may at her option do so, and any payment so made shall
23 be added to and become a part of the debt secured by this mortgage, and shall
24 bear interest at the rate of 6% per annum, however, of any right arising to the
25 mortgagee for breach of covenant. And this mortgage may be foreclosed for prin-
26 cipal, interest, and all sums paid by the mortgagee at any time while the mort-
27 gators neglect to repay any sums so paid by the mortgagee. In the event of any
28 suit or action being instituted to foreclose this mortgage, the mortgagors
29 agree to pay all reasonable costs incurred by the mortgagee for title reports
30 and title search, all statutory costs and disbursements and such further sum
31 as the trial court may adjudge reasonable as plaintiff's attorney's fees in
32 such suit or action, and if an appeal is taken from any judgment or decree

1 entered therein mortgagors further promise to pay such sum as the appellate
 2 court shall adjudge reasonable as plaintiff's attorney's fees on such appeal,
 3 all sums to be secured by the lien of this mortgage and included in the decree
 4 of foreclosure.

5 The mortgagors warrant that the proceeds of the loan represented by the
 6 above-described note and this mortgage are primarily for mortgagors' personal,
 7 family, household or agricultural purposes.

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

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

16 IN WITNESS WHEREOF, said mortgagors have hereunto set their hands the day
 17 and year first above written.

18 Elsa DeJong
 19 Elso DeJong
 20 Dita DeJong
 21 Dita DeJong

May 9, 1973

21 STATE OF OREGON)
 22 County of Klamath) SS

23 BE IT REMEMBERED, that on this 9th day of May, 1973, before me, the under-
 24 signed, a notary public in and for said county and state, personally appeared
 25 the within named Elso DeJong and Dita DeJong, husband and wife, known to me to
 26 be the identical individuals described in and who executed the within instru-
 27 ment and acknowledged to me that they executed the same freely and voluntarily.

28 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
 29 seal the day and year last above written.

30 Steven A. Sandy
 31 Notary Public for Oregon

32 (SEAL)
 My Commission Expires: 9-14-75

STATE OF OREGON, }
 County of Klamath } ss.

Filed for record at request of:
 TRANSAMERICA TITLE INS. CO

on this 11th day of May A. D., 19 73
 at 11:05 o'clock A. M. and duly
 recorded in Vol. M 73 of MORTGAGES
 Page 5726

WM. D. MILNE, County Clerk

Fee \$ 10.00 By Kay C. Drayle Deputy.

GANDONG, SISEMORE
 & ZAMSKY
 ATTORNEYS AT LAW
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 KLAMATH FALLS, ORE.
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