

78426

Vol. <sup>m</sup> 73 Page 8385

This Indenture, made this 20th day of June, 1973, between

Manuel Maupin and Dawn Maupin

hereinafter called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a national banking association, hereinafter called "Mortgagee";

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in

Klamath County, Oregon, to wit:

Following described real property in Klamath County, Oregon:

Beginning at an iron pin which lies East along the section line a distance of 1672.5 feet and N. 0 02' W. along the center line of McKinley Street a distance of 887.5 feet and East a distance of 171.75 feet from the iron monument which marks the Southwest corner of Section 1, Twp. 41 South, Range 10 E.W.M., and running thence East a distance of 115.75 feet to an iron pin; thence N. 0 02' W. a distance of 62.5 feet to an iron pin; thence West 115.75 feet to an iron pin; thence S. 0 02' E. a distance of 62.5 feet, more or less, to the point of beginning, said tract being a portion of the  $W\frac{1}{2}S\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$  of Sec. 1, Twp. 41 S., R. 10 E.W.M.

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining; also all such apparatus, equipment and fixtures now or hereafter situate on said premises, as are ever furnished by landlords in letting unfurnished buildings similar to the one situated on the real property hereinabove described, including, but not exclusively, all fixtures and personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors, and shelving, counters, and other store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property or any part thereof.

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he is the absolute owner of the said personal property, that the said real and personal property is free from encumbrances of every kind and nature, and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

N-127 2-70 - INDIVIDUAL - RESIDENTIAL OR BUSINESS