

82121
81833

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BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT FIRST NATIONAL BANK OF OREGON, a national banking association, Trustee for MARLYS JEAN JOHN DARRIN, for a no consideration to it in hand paid, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto MARLYS JEAN JOHN DARRIN and her heirs and assigns, the following described real property, situate in the County of Klamath, State of Oregon, to-wit:

An undivided $\frac{1}{2}$ interest to SUB-SURFACE RIGHTS in and to the following:

- PARCEL II: An undivided $\frac{1}{2}$ interest in the Etta Williams Allotment No. 1320 described as NW $\frac{1}{4}$ Section 28, Township 35 South, Range 13 E.W.M. Oregon, containing 160 acres, more or less;
- PARCEL III: An undivided $\frac{1}{8}$ interest in the Eleanor Williams Allotment No. 1321 described as: NE $\frac{1}{4}$ Section 28, Township 35 South, Range 13 E.W.M., Oregon, containing 160 acres, more or less;
- PARCEL IV: An undivided $\frac{7}{168}$ interest in the Adal Williams Allotment No. 1322 described as: E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 29, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 20, Township 35 South, Range 13 E.W.M., Oregon, containing 160 acres, more or less;
- PARCEL V: An undivided $\frac{7}{336}$ interest in the Koka-Was Drew Allotment No. 309, described as: E $\frac{1}{2}$ NE $\frac{1}{4}$ Section 31, Township 35 South, Range 13 E.W.M., Oregon, containing 80 acres, more or less;
- PARCEL VI: An undivided $\frac{1}{96}$ interest in the Mary Chiloquin Allotment No. 1000 described as: N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 26, Township 35 South, Range 10 E.W.M., Oregon, containing 40 acres, more or less;
- PARCEL VII: An undivided $\frac{7}{336}$ interest in the Ben Drew Allotment No. 308 described as: Lots 3, 6, 11, 14, 17, 18, 23 & 24, Section 10, Township 36 South, Range 12 E.W.M., Oregon, containing 157.75 acres, more or less;
- PARCEL VIII: An undivided $\frac{1}{96}$ interest in the Mary Chiloquin Allotment No. 1000 described as: Lots 20, 21, 28 & 29, Section 23, Township 36 South, Range 12 E.W.M., Oregon, containing 80 acres, more or less;
- PARCEL IX: An undivided $\frac{7}{168}$ interest in the Caroline William Allotment No. 898 described as: NW $\frac{1}{4}$ Section 9, Township 36 South, Range 12 E.W.M., Oregon, containing 160 acres, more or less;
- PARCEL X: An undivided $\frac{7}{168}$ interest in the Dewey William Allotment No. 906 described as: NE $\frac{1}{4}$ Section 9, Township 36 South, Range 12 E.W.M., Oregon, containing 160 acres, more or less;

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- PARCEL XI: An undivided 35/1344 interest in the Chief George Allotment No. 355 Described as: SE $\frac{1}{4}$ Section 22, Township 36 South, Range 12 E.W.M., Oregon, containing 160 acres, more or less;
- PARCEL XII: An undivided 1/96 interest in the Able Walker Allotment No. 721 described as: S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 24, N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 25, Township 35 South, Range 10 E.W.M., Oregon, containing 160 acres, more or less;
- PARCEL XIII: An undivided 35/1344 interest in the Mary George Allotment No. 356 described as: NW $\frac{1}{4}$ (or lots 3, 4, 5, 6, 11, 12, 13 & 14) Section 8, Township 36 South, Range 12 E.W.M., Oregon, containing 160 acres, more or less;
- PARCEL XIV: An undivided 21/1008 interest in the Fannie Chocktoot Allotment No. 307 described as: NE $\frac{1}{4}$ Section 32, Township 35 South, Range 13 E.W.M., Oregon, containing 160 acres, more or less;
- PARCEL XV: An undivided 21/1008 interest in the Koka-Was Drew Allotment No. 309 described as: W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 14, Township 32 South, Range 13 E.W.M., Oregon, containing 80 acres, more or less;
- PARCEL XVI: An undivided 21/504 interest in the Titus William Allotment No. 902 described as: SE $\frac{1}{4}$ NE $\frac{1}{4}$, Lot 1, Section 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Lot 4 Section 3, Township 36 South, Range 12 E.W.M., Oregon, containing 162.09 acres, more or less;
- PARCEL XVII: An undivided 1/8 interest in the Drake Williams Allotment No. 1319 described as: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26, NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 35, Township 34 South, Range 13 E.W.M., Oregon, containing 160 acres, more or less;
- PARCEL XVIII: An undivided 21/1008 interest in the George Chocktoot Allotment No. 302 described as: E $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 10, Township 35 South, Range 13 E.W.M., Oregon, containing 120 acres, more or less;

Subject to Right-of-Ways, reservations and easements whether of record or not of record.

The purpose of this deed is to convey to MARLYS JEAN JOHN DARRIN such title as Trustee acquired in and to said real property by Probate No. 59-87 in Klamath County's probate records, (Estate of Zetta Pete Williams Bill aka Aetta Mae John and Aetta Mae Schonchin) except that portion sold to B. J. Crawford recorded in Volume 343 page 483 and 485 of the County Clerk's Office, Klamath County, Oregon on March 8, 1963. Grantor makes no representations as to condition of title, quantity of land or otherwise.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said MARLYS JEAN JOHN DARRIN and her heirs and assigns, forever.

13346

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IN WITNESS WHEREOF, the said FIRST NATIONAL BANK OF OREGON, Trustee for
MARLYS JEAN JOHN DARRIN pursuant to a resolution of its Board of Directors
duly and regularly adopted, has caused these presents to be executed on its
behalf by its duly authorized officers, and its corporate seal to be hereto
affixed this 20th day of September, 1973.

FIRST NATIONAL BANK OF OREGON, Trustee

By: K. J. Walter
Assistant Vice PresidentBy: Joseph C. Gander
Assistant Cashier

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

September 20, 1973

Personally appeared K. J. Walter and
Joseph C. Gander who, being duly sworn did say that
they are Assistant Vice President and Assistant Cashier
respectively of FIRST NATIONAL BANK OF OREGON, a national banking association,
the within named Association and that the seal affixed to said instrument
is the corporate seal of said Association and that said instrument was signed
and sealed in behalf of said Association by authority of its Board of
Directors; and they acknowledged said instrument to be its voluntary act
and deed. BEFORE ME:

Virginia Medley
Notary Public for Oregon
My Commission expires: 10/18/76

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of FIRST NATIONAL BANK OF OREGONthis 25th day of SEPTEMBER A. D. 19 73 at 13346duly recorded in Vol. M 73, of SEPTEMBER

FEE \$ 6.00

INDEXED

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Wm. D. MILNE, County Clerk

DEED - Page 3

STATE OF OREGON; COUNTY OF KLAMATH; ss. re-recorded - Month of September put in
Filed for record at request of FIRST NATIONAL BANK OF OREGON Where DEEDS should be

this 2nd day of OCTOBER A. D. 1973 at 4:35 o'clock P M., and duly recorded in
Vol. M 73, of DEEDS on Page 13344

NO FEE

WM. D. MILNE, County Clerk

By: Hazel Drayton deputy

Rev. First Natl Bank
601 - Main
Bldg 608-152

1-23739

REAL ESTATE MORTGAGE

82122
81866Vol. 73 Page 12987
73-575

WITNESSETH: That EHRMAN DANELL GIUSTINA

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hereinafter called the mortgagors, whether singular or plural, in consideration of the sum of SEVENTY-NINE THOUSAND FOUR HUNDRED SEVENTY and no/100----- DOLLARS, to them paid, by

DAYTON O. HYDE and GERDA V. HYDE, husband and wife,

hereinafter called mortgagees, whether singular or plural, do grant, bargain, sell and convey unto said mortgagees, the following described real property, situated in Klamath County, State of Oregon, to-wit:

The Southeast quarter (SE 1/4) and the East one-half of the Southwest quarter (E 1/2 SW 1/4) and Government Lots 3 and 4, in Section 7, Township 31 South, Range 8 East of the Willamette Meridian, EXCEPT that part lying in the Railroad right of way, in Klamath County, Oregon.

TO HAVE AND TO HOLD the said premises, with appurtenances, unto the said mortgagees, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of \$ 79,470.00 together with interest at the rate of 7.5 per cent per annum in accordance with the terms of a certain promissory note, the terms of which are incorporated herein by reference, dated the 20th day of September, 1973, payable in annual payments of not less than \$19,650.00, including interest on the deferred balances at the rate of 7 1/2% per annum, the first payment being due on the 1st day of October, 1974, with a like payment being due on the 1st day of each October thereafter until the total balance, including both principal and interest, has been paid in full.

TO SAID MORTGAGEES OR ORDER

The mortgagors covenant and agree with, the mortgagees as follows: That they are the owners in fee simple of the above described premises and that they are free from all encumbrances.

That they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That they will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises before the same become delinquent. That they will keep the buildings on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagees with loss, if any payable to the mortgagees as their interest may appear, in the sum of at least \$ -----, and deliver such policy or policies of insurance to the mortgagees, until the sums secured by this mortgage are fully paid with interest. That they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

If the mortgagor shall fail to pay any such tax lien or assessment, or fail to maintain such fire insurance the mortgagees may pay the same or procure said insurance, and pay the cost thereof, and all payments by the mortgagees for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable on demand, with interest until repaid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagors hereby sell and assign to the mortgagees any and all rentals accruing or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagors shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants or agreements herein contained, then the Mortgagees or their assigns, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain the principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, pay over to the mortgagors, their heirs and assigns.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals this 20th day of September, 1973.

Ehrman Danell Giustina (Seal)

(Seal)

STATE OF OREGON

County of Lane

Be it remembered that on this 20th day of September, 1973, personally came before me, a Notary Public in and for said county, the within named

Ehrman Danell Giustina,

to me personally

known to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and seal this day and year last above written.

My Commission expires

Feb. 23, 1975

Notary Public for Oregon.

PIONEER TITLE CO.

13348 / 12988

Red Estate Mortgage



TO

STATE OF OREGON,

ss.

County of KLAMATH

I certify that the within instrument was received for record on the 25th day of September 1973, at 4:16 o'clock P. M., and recorded in book M 73 on page 12987 Records of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk/Recorder

FEE \$ 4.00

By *W. D. Milne*

W. D. Milne

Deputy

W. D. Milne

P.O. Box 987

Eugene, Oregon

99401

re-recorded - Form calls for DEEDS *
STATE OF OREGON, } SHOULD BE MORTGAGES
County of Klamath } ss.

Filed for record at request of:
KLAMATH COUNTY TITLE CO.

on this 2nd day of OCTOBER, A. D. 1973

at 4:36 o'clock P. M. and duly

recorded in Vol. M 73 of MORTGAGES

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WM. D. MILNE, County Clerk

Fee NONE By *W. D. Milne*

Deputy.

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W. D. Milne