

Vol. 7th 2 Page 15259
STATE OF OREGON, } ss.
County of Klamath }

Recording Requested by:

Richard Key

and When Recorded Mail to:

Diane Passoff
Box 324
Pasadena, Ca. 91102

Filed for record at request of:
RICHARD EBY

on this 20th day of NOVEMBER A. D., 19 73
at 11:36 o'clock A. M. and duly
recorded in Vol. M 73 of DEEDS
Page 15259

WM. D. MILNE, County Clerk

By Hazel Anderson Deputy

Fee *142*

~~Consideration \$ 2530.00~~

Affix I.R.S. \$ none in this space

Bargain and Sale Deed

THIS DEED, dated November 11, 1973, by Richard Key
Y. ~~CHARLES~~, hereinafter called "Grantor,"

to Diane Passoff, a unmarried woman as her sole and separate property.

hereinafter called "Grantee,"

W I T N E S S E T H:

Grantor, for good and valuable consideration to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto Grantee, her heirs and assigns, all of the following described real property situated in the County of Wasco, in the State of Oregon, to wit:

S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 32, Township 35 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Reserving therefrom an easement of thirty feet along all borders and boundaries for public highway for use in common with others, with power to dedicate.

SUBJECT TO: (1) Taxes for the fiscal year 1973-1974
(2) Covenants, conditions, reservations, easements, restrictions, rights, rights of way, and all matters appearing of record. Existing roads now apparent on the land.

TOGETHER WITH all and singular the tenements, hereditaments, appurtenances, rights, privileges and easements belonging or in anywise appertaining to any and all of the real property hereinabove described and defined and the reversion, reversions, remainder and remainders, rents, issues, profits and revenue thereof.

TO HAVE AND TO HOLD said real property hereinabove described and defined unto Grantee, - her heirs and assigns, forever.

Richard Key

IN WITNESS WHEREOF, said _____ Richard Key

IN WITNESS WHEREOF, said _____, the Grantor herein, has caused his copy to be signed by _____, as of _____, the date first above written.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS.
before me, the

COUNTY OF _____ before me, the under-
On _____ signed, a Notary Public in and for said County and State, personally appeared _____, known

B.

STATE OF CALIFORNIA

County of Los Angeles

County of Los Angeles, State of California, before me, the undersigned, a Notary Public in and for said State,
On November 11, 1973,
personally appeared RICHARD KEY,
who acknowledged that HE

personally appeared RICARDO
known to me to be the person whose name IS subscribed to the within instrument and acknowledged that HE
executed the same.

OFFICIAL SEAL

WITNESS my hand and official seal.



Notary Public in and for said State

MORTGAGE

THIS INDENTURE, made this 1st day of September, 1972, between Hilton R. Thomas, as mortgagor and Basin Building Materials Company as mortgagee.

WITNESSETH, that the said mortgagor for and in consideration of the sum of Eighty Three Thousand Six Hundred Forty Five and 19/100 (\$83,645.19) Dollars, to the mortgagor paid by the mortgagee, the said mortgagor, does hereby grant, bargain, sell and convey unto said mortgagee, its successors and assigns, that certain real property, situate in the County of Klamath, State of Oregon, and described as follows:

PARCEL 1: Lot 10 in Block 7; Lots 3, 6, 7, 8, 9, and 11 in Block 9; Lot 6 in Block 10; Lots 4 and 5 in Block 11; Lots 9 and 10 in Block 12; Lots 1, 3, 4, 5, 6, 9, 12, 13, 14, 17 and 22 in Block 13; all in Third Addition to Moyina, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO:

1. Taxes for 1972-73 now a lien, but not yet payable.

2. Rules, regulations and assessments of South Suburban Sanitary District.

3. Rules, regulations, and liens, assessments, contracts, rights of way, easements and any and all obligations created or imposed upon or affecting said premises by the 1st Add. To Moyina Imp. Dist. Affects parcel 1.

4. Easement, including the terms and provisions thereof, given by P. C. Carlson to The California Oregon Power Company, a California corporation, dated March 11, 1940, recorded April 5, 1940, Deed Vol. 128, page 267, records of Klamath County, Oregon, Affects portions of Parcels 1 and 3.

5. Easement for pipe line, including the terms and provisions thereof, given by Ruth T. McClellan and C. E. McClellan to California-Pacific Utilities Company, a California corporation, dated June 5, 1967, recorded June 5, 1967, Vol. M-67, page 4178, Microfilm Records of Klamath County, Oregon. Affects a portion of Parcel 1.

6. Reservations and restrictions contained in the dedication of Tract 1003 (Third Addition to Moyina) as follows: "...said plat subject to: a building set-back line as shown, public utility easements as shown to provide ingress and egress to construct and maintain said utilities, and additional restrictions as shown in any recorded protective covenants." Affects Parcels 1 and 2.

7. Mortgage, including the terms and provisions thereof, given by Hilton R. Thomas, a single man, to First Federal Savings and Loan Association of Klamath Falls, a Federal corporation, dated July 22, 1971, recorded July 23, 1971, Vol. M71, page 7725, Microfilm Records of Klamath County, Oregon, to secure the payment of \$18,000.00. Affects Lot 10, Block 7 Third Addition to Moyina. Re-recorded September 29, 1971, Vol. M71, page 10301.

8. Mortgage, including the terms and provisions thereof, given by Hilton R. Thomas, a single man, to Equitable Savings and Loan Association, an Oregon corporation, dated October 27, 1971, recorded October 29, 1971, Vol. M71, page 11340, Microfilm Records of Klamath County, Oregon, to secure the payment of \$90,000.00. Affects Lots 3, 6, 7, 8, 9 and 11 Block 9 of Third Addition to Moyina; Lot 6 in Block 10; Lots 4 and 5 in Block 11; Lots 9 and 10 in Block 12; and Lots 1, 3, 4, 5, 6, 9, 12, 13, 14, 17, and 22 in Block 13 all in Third Addition to Moyina.

9. Right of way easement, including the terms and provisions thereof; given by Hilton R. Thomas to Pacific Power & Light Company, a corporation, dated April 9, 1971, recorded April 13, 1971, Vol. M71, page 3174, Microfilm Records of Klamath County, Oregon. Affects Lot 3 Block 13 Third Addition to Moyina.

10. Mortgage, including the terms and provisions thereof, given by Hilton R. Thomas, a single man, to First Federal Savings and Loan Association of Klamath Falls, a Federal Corporation, dated December 1, 1971, recorded December 17, 1971, Volume M71, page 13281, Microfilm Records of Klamath County, Oregon. Affects Lot 9 in Block 12 of Third Addition to Moyina.

11. Mortgage, including the terms and provisions thereof, given by Hilton R. Thomas, a single man, to First Federal Savings and Loan Association of Klamath Falls, a Federal corporation, dated August 17, 1972, recorded August 18, 1972, Vol. M72, page 9277, Microfilm Records of Klamath County, Oregon, to secure the payment of \$20,700.00. Affects Lot 6 in Block 10 Third Addition to Moyina.

PARCEL 2: Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 26, and 27 in Block 5; all of Block 6; Lots 2, 3, 4, 5, 6, 7, 8, and 9 in Block 7; all of Block 8; all in Third Addition to Moyina, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO:

1. The interest of George F. Crain and Dorothy Lucille Crain, husband and wife, Charles A. Fisher and Marylou Fisher, husband and wife, and Chauncey A. Fisher and Florence M. Fisher, husband and wife, vendors in that certain contract of sale dated June 30, 1969, wherein Hilton R. Thomas is vendee and to all of the terms and conditions contained in said contract.

2. Taxes for 1972-73 now a lien but not yet payable.

3. Rules, regulations and assessments of South Suburban Sanitary District.

4. Right of way for transmission line, including the terms and provisions thereof, given by Harvey C. Martin et al., to The California Oregon Power Company, a California Corporation, dated June 1, 1956, recorded June 8, 1956, Deed Vol. 284, page 22, records of Klamath County, Oregon. Affects Parcel 2.

5. Reservations and restrictions contained in the dedication of Tract 1003 (Third Addition to Moyina) as follows: "...said plat subject to: a building set-back line as shown, public utility easements as shown to provide ingress and egress to construct and maintain said utilities, and additional restrictions as shown in any recorded protective covenants." Affects Parcels 1 and 2.

SUBJECT TO:

1. Taxes for 1972-73 now a lien but not yet payable.

2. Rules, regulations and assessments of South Suburban Sanitary District.

3. Reservations and restrictions contained in deed from Anna Simmers, widow of A. J. Simmers, to Herman L. Lofdahl, a single man, dated May 14, 1951, recorded July 13, 1951, Deed Vol. 248, page 397, records of Klamath County, Oregon, as follows: "Subject to ... not more than two hogs shall be kept on said premises at any one time." Affects Parcel 3.

HTR OUT

4. Easement, including the terms and provisions thereof, given by P. C. Carlson to The California Oregon Power Company, a California corporation, dated March 11, 1940, recorded April 5, 1940, Deed Vol. 128, page 267, records of Klamath County, Oregon. Affects portions of Parcels 1 and 3.

5. Right of way for transmission line, including the terms and provisions thereof, given by Dean J. Hall, a single man, to The California Oregon Power Company, a California corporation, dated May 23, 1956, recorded May 28, 1956, Deed Vol. 283, page 413, records of Klamath County, Oregon. Affects Parcel 3.

6. Reservations and restrictions contained in the dedication of Fourth Addition to Winema Gardens, as follows: "...dedicate, donate and convey to the public for public use forever the streets as shown on the annexed map, also dedicate, donate and convey to Klamath County the area shown as a one-foot street plug, said area to be designated as a public street when the County governing body deems it necessary, said plat being subject to (1) Public utility and drain easements along the back lot lines and centered on the common lot lines as shown on the annexed map; (2) Building set-back lines as shown on the annexed map; (3) All easements and reservations of record and additional restrictions as provided in any recorded protective covenants." Affects Parcel 3.

7. Mortgage, including the terms and provisions thereof, given by Hilton R. Thomas, a single man, to First Federal Savings and Loan Association of Klamath Falls, a Federal corporation, dated January 17, 1972, recorded January 17, 1972, Vol. M72, page 584, Microfilm Records of Klamath County, Oregon, to secure the payment of \$30,800.00. Affects Parcel 3.

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 and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Eighty Three Thousand Six Hundred Forty Five and 19/100 (\$83,645.19) Dollars in accordance with the terms of a certain promissory note of which the following is substantially a copy, to wit:

PROMISSORY NOTE

September 1, 1972

\$83,645.19

I promise to pay to the order of BASIN BUILDING MATERIALS COMPANY, at Klamath Falls, Oregon the sum of Eighty three thousand six hundred forty five and 19/100ths Dollars, with interest thereon at the rate of 8% per annum from date until paid, payable in quarterly installments of not less than \$10,000 in any one payment, interest then due shall be paid at the same time as said principal payments and in addition to the minimum payments above required, the first payment to be made on the 1st day of December, 1972, and a like payment on the 1st day of each March, July, September and December 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 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 attorneys fees shall be fixed by the Court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

SI HILTON R. THOMAS
Hilton R. Thomas

and also to secure the payment of all other sums due or to become due from mortgagor to mortgagee on account of the sale of goods, wares and merchandise by mortgagee to mortgagor.

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to wit:

That mortgagor is lawfully seized of said premises, and has a valid and unencumbered fee simple title thereto, except as above stated, and that he will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That he will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That he will pay all other sums secured hereby promptly as the same become due and payable.

That so long as this mortgage shall remain in force, he will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other encumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That he will pay all sums secured by any lien, encumbrance or contract prior to the lien of this mortgage promptly as the same become due and payable and that he will not permit any lien or encumbrance prior in right to the lien of this mortgage to become delinquent or in default for any cause whatsoever.

NOW, THEREFORE, if said mortgagor shall pay said promissory note, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and all other sums due or to become due from mortgagor to mortgagee and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due and payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor shall fail to pay any taxes or other charges or any lien as herein provided to be done, the mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any rights arising from breach of any of the covenants herein.

In the event of suit or action being instituted to foreclose this mortgage, the mortgagor, his heirs and assigns shall pay such sum as the Court shall consider reasonable as attorneys' fees for the benefit of the plaintiff, in addition to the costs and disbursements provided by statute, and it is further understood and agreed that the provisions of this paragraph shall include and extend to attorneys' fees on appeal in the event such litigation is appealed.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal the day and year first above written.

Hilton R. Thomas
Hilton R. Thomas

State of Oregon)
County of KLAMATH) ss.

On this 21 day of September, 1972, personally appeared Hilton R. Thomas, and acknowledged the foregoing instrument to be his voluntary act.

BEFORE ME:

William P. Brand
Notary Public for Oregon
My commission expires 7-24-75

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of U.S. NATIONAL BANK
this 20th day of November A.D., 1973 at 1:05 o'clock P.M., and duly recorded in
Vol. M-73 of MORTGAGES on Page 15260

Fee \$12.00

WM. D. MILNE, County Clerk

By *William D. Milne*

FORM No. 62
1967/50

KLAMATH

NOV 20 2 35 PM 1973