

THIS INDENTURE, Made this 4th day of January, 1974,
between CHARLES E. TURNER and BETTY L. TURNER, husband and wife,

as mortgagorS., and KENNETH H. DUNCAN and EVELYN R. DUNCAN, husband and wife,

as mortgageeS.,

WITNESSETH, That the said mortgagorS. for and in consideration of the sum of Five
Thousand Nine Hundred Sixty-Four and 00/100 Dollars (\$5,964.00.) to them
paid by the said mortgageeS., do hereby grant, bargain, sell and convey unto the said mortgageeS. and
assigns those certain premises situated in the County of Klamath, and State of

Oregon, and described as follows:

PARCEL I:

All that portion of the $W\frac{1}{2}SE\frac{1}{4}$, Sec. 9, Twp. 41 S., Range 12 E. W. M.,
lying Southwesterly from the Southwesterly boundary of the right of
way of the "D" Canal of the U. S. Bureau of Reclamation Klamath Project
as the same is now located and constructed as follows: Beginning at
the South quarter corner of said Sec. 9, Twp. 41 S., Range 12 E. W. M.;
thence N. 0 deg. 28.5' W. along the N. and S. center line of said Sec.
9, 162.84 ft.; thence E. and parallel with the Section line marking
the S. boundary of said Sec. 9, 493.71 ft. as the true point of beg-
inning; thence continuing Easterly and parallel with the section line
marking the S. boundary of said Sec. 9, to the Southwesterly boundary
of the right of way of said "D" Canal; thence Southeasterly along said
Southwesterly boundary line to its intersection with the section line
marking the S. boundary of said Sec. 9; thence Westerly along said
section line to a point 493.71 ft. Easterly from the S. quarter corner
of said Sec. 9; thence N. 0 deg. 28.5' W., 162.84 ft., more or less,
to the point of beginning.

PARCEL II:

A piece or parcel of land situate in the $SW\frac{1}{4}SE\frac{1}{4}$ of Sec. 9, Twp. 41 S.,
Range 12 E. W. M., more particularly described as follows: Beginning
at the South quarter corner of the said Sec. 9, Twp. 41 S., Range 12
E. W. M., thence N. 0 deg. 28.5' W. along the North and South center
line of the said Sec. 9, 162.84 ft.; thence East and parallel with the
Section line marking the Southerly boundary of the said Section 9,
493.71 ft.; thence S. 0 deg. 28.5' E., and parallel with the said North
and South center line of the said Sec. 9, 162.84 ft., more or less, to
a point in the said section line marking the Southerly boundary of the
said Sec. 9; thence West along the said section line 493.71 ft., more
or less, to the said point of beginning.

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 mortgageeS... and
assigns forever.

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THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
 Five Thousand Nine Hundred Sixty-Four and no/100----- Dollars
 (\$5,964.00) in accordance with the terms of one----- certain promissory note of which the
 following is substantially a copy, to-wit:

\$5,964.00 Malin, Oregon January 4, 1974
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of Kenneth H.
 Duncan or Evelyn R. Duncan, or to the survivor, Malin, Oregon,
 at ----- DOLLARS.
 --Five Thousand Nine Hundred Sixty-Four and 00/100-----
 with interest thereon at the rate of 7 1/2 percent per annum from January 2, 1974, until paid, payable in
 annual installments of not less than \$1,000.00 in any one payment; interest shall be paid annually and
 the minimum payments above required; the first payment to be made on the 2nd day of January
 1975, and a like payment on the 2nd day of each January 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/we 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 attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein,
 is tried, heard or decided.
 * Strike words not applicable.

/s/ Charles E. Turner
 /s/ Betty L. Turner

FORM No. 217—INSTALLMENT NOTE.

This indenture is further conditioned upon the faithful observance by the mortgagor of the fol-
 lowing covenants hereby expressly entered into by the mortgagor S., to-wit:

That we lawfully seized of said premises, and now have a valid and unincumbered
 fee simple title thereto, except for a mortgage to the Department of Veterans'
 Affairs of the State of Oregon,

and that we will forever warrant and defend the same against the claims and demands of all per-
 sons whomsoever;

That we 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 so long as this mortgage shall remain in force we 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 incumbrances that might by operation of law or otherwise
 become a lien upon the mortgaged premises superior to the lien of this mortgage;

That we will keep all the improvements erected on said premises in good order and repair
 and will not commit or suffer any waste of the premises hereby mortgaged;

That so long as this mortgage shall remain in force we will keep the buildings now erected,
 or any which may hereafter be erected on said premises, insured against loss or damaged by fire to the
 extent of \$5,964.00 in some company or companies acceptable to said mortgagee S. and for the
 benefit of said mortgagee S., and will deliver all the policies and renewals thereof to said mortgagee S. upon
 demand.

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benefit of said mortgagee..S., and will deliver all the policies and renewals thereof to said mortgagee S. upon demand.

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NOW, THEREFORE, if the said mortgagor.S. 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 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 or payable, or to perform any agreement herein contained, shall give to the mortgagee..S. 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 or insurance premium as herein provided to be done, the mortgagee.S. 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 right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of such trust.

In the event of suit or action being instituted to foreclose this mortgage, the mortgagor. S..... 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.

IN WITNESS WHEREOF, the said mortgagorS. ha.Ve hereunto set.....their.....hand.S. and seal.S. the day and year first above written.

Executed in the presence of

Charles E. Turner (SEAL)
Charles E. Turner (SEAL)
Betty L. Turner (SEAL)
..... (SEAL)
..... (SEAL)

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STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 4th day of January, 1974,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Charles E. Turner and Betty L. Turner, husband and wife,

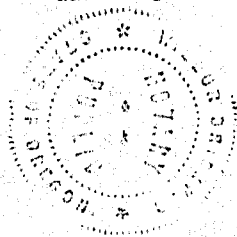
known to me to be the identical individual(s) described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

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

William O. Bruckner

Notary Public for Oregon.

My Commission expires 10-29-75.



MORTGAGE

(FORM No. 8)

TO

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instru-
ment was received for record on the
13th day of FEBRUARY
1974, at 3:16 o'clock P.M.,
and recorded in book M. 74 on
page 2383, Record of Mortgages
of said County.

Witness my hand and seal of
County affixed.

W. D. BRUCKNER

County Clerk-Recorder.

Deputy.

By Hazel D. Bruckner

STEVENS-NEES LAW PUB. CO., PORTLAND

FEE \$ 8.00

Return to:

W. D. Bruckner
P.O. Box 446
Merrill, Ore. 97633