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THIS MORTGAGE, Made this 22nd day of May, 1975,
by ROBERT L. SMITH Mortgagor,

to PACIFIC WEST MORTGAGE CO., an Oregon corporation Mortgagee,

WITNESSETH, That said mortgagor, in consideration of THREE THOUSAND AND NO/100--
Dollars, to him paid by said mortgagee, does hereby
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
tain real property situated in Klamath County, State of Oregon, bounded and described as
follows, to-wit:

PARCEL 1: Lot 4 in Block 31 of MAIN, according to the official
plat thereof on file in the office of the County Clerk
of Klamath County, Oregon.

PARCEL 2: A portion of that tract of land recorded in Volume 242,
page 100 of Deed Records of Klamath County, Oregon,
described therein as being that portion of the WATER
of Section 24, Township 39 South, Range 9 E.M.M., Klamath
County, Oregon, described as follows:

Beginning at the northeast corner of the above described
tract of land which point of beginning is the Northeast
corner of the WATER of Section 24, Township 39 South,
Range 9 E.M.M. and bears west along the section line a
distance of 1339.75 feet from the northeast corner of
said Section 24; thence continuing west along the section
line a distance of 190.95 feet; thence S 0°19' E parallel
with the east boundary of above said tract, a distance of
551.11 feet to the south boundary thereof; thence N 42°17' E
along said south boundary a distance of 235.17 feet to the
southeast corner of said tract; thence N 0°19' E along the
east boundary of same a distance of 349.5 feet, more or less
to the point of beginning.

EXCEPTING THEREFROM a parcel of land described as follows:
Beginning at the northeast corner of the above described
tract of land which point of beginning is the northeast
corner of the WATER of said Section 24; and bears west
along the section line a distance of 1339.75 feet from
the northeast corner of said Section 24; thence continuing
west along the section line a distance of 125 feet; thence
S 0°19' E 137 feet; thence East parallel to the north
section line 125 feet; thence N 0°19' E 137 feet to the
point of beginning. Excepting therefrom any portion lying
in Airway Drive. Subject to: Any and all existing easements
and rights of way of record.

the minimum payments above required; the first payment to be made on the 22 day of June
1975, and a like payment on the 22nd day of each month 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/ Robert L. Smith

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FORM No. 217—INSTALLMENT NOTE.

comes due, to-wit: June 22, 19 80

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully
seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to
the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every
nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-
able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that
are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings
now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other
hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or
obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies
to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings,
the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises
in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall
join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-
factory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien
searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

5350

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, his heirs, executors, administrators and assigns forever.

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

6360

\$3,000.00

May 22, 1975

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
PACIFIC WEST MORTGAGE CO., an Oregon corporation
at Stayton, Oregon

THREE THOUSAND AND NO/100-----DOLLARS.

with interest thereon at the rate of 9.9 percent per annum from May 22, 1975 until paid, payable in

monthly installments of not less than \$ 63.60 in any one payment; interest shall be paid monthly and

is included in the minimum payments above required; the first payment to be made on the 22 day of June

1975, and a like payment on the 22nd day of each month 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/ Robert L. Smith

FORM No. 217—INSTALLMENT NOTE.

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the date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-
comes due, to-wit: June 22, 1980

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully
seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to
the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every
nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-
able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that
are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings
now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other
hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or
obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies
to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings,
the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises
in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall
join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-
factory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien
searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

[illegible][illegible]

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

***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, at such word "provided" in the Truth-in-Lending Act and Regulation Z, the mortgagee **MUST** comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a **FIRST** lien to finance the purchase of a dwelling, use Stevens-Form No. 1305 or equivalent; if this instrument is **NOT** to be a first lien, use Stevens-Form No. 1306, or equivalent.

MORTGAGE

(FORM No. 105A)

Robert L. Smith

TO

Pacific West Mortgage Co.

STATE OF OREGON,

County of..... Klamath.

I certify that the within instrument was received for record on the 16th day of May, 19 75, at 4:20 o'clock P. M., and recorded in book N 75 on page 534-9 or as file number 807.

Witness my hand and seal of County affixed.

W. D. MILNE

COUNTY CLERK	Title.
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By Harold L. Miller Deputy.

... since LAW PUB. CO., PORTLAND, ORE.

Pacific West Mtg. Co.
P.O. Box 497
Stayton, Or 97383

REF \$ 4.00

STATE OF OREGON,

County of Klamath

County of Klamath, State of Oregon

BE IT REMEMBERED, That on this 22nd day of May, 1975,
before me, the undersigned, a notary public in and for said county and state, personally appeared the within
named Robert L. Smith, who acknowledged that he was the author of the within instrument and

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal of office, this _____ day and year last above written.

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

Notary Public for Oregon.

My Commission expires2-6-77