

THIS MORTGAGE, Made this 11th day of September, 1975,
by RANDALL R. McNAIR and JOY C. McNAIR, husband and wife
to PACIFIC WEST MORTGAGE CO., an Oregon corporation

WITNESSETH, That said mortgagor, in consideration of FOUR 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: Lot 2 of Schiesel Tracts, according to the official plat
thereof, records of Klamath County, Oregon.
Subject to: Liens and assessments of Klamath Project and Enterprise
Irrigation District, and regulations, contracts, easements, and water
and irrigation rights in connection therewith.
Any unpaid charges or assessments of the Enterprise Irrigation District.
Rules, regulations, and assessments of South Suburban Sanitary District,
within the boundaries of which district said property is located.
Reservations and restrictions contained in the dedication of Cloverdale.
Reservations and restrictions contained in the dedication of Schiesel Tract.
Protective Covenants of Schiesel Tracts, including the terms and provisions
thereof, dated August 13, 1958, recorded August 15, 1958, Volume 302 page 97
of Deeds, records of Klamath County, Oregon

Trust Deed, including the terms and provisions thereof, executed by Randall
R. McNair and Joy C. McNair, husband and wife, to Transamerica Title
Insurance Co, Trustee to Equitable Savings and Loan Association, an Oregon
corporation, Beneficiary, dated February 9, 1972, recorded February 15,
1972 in Volume M72 page 1676, Microfilm records of Klamath County, Oregon
to secure the payment of \$15,900.00.

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

\$4,000.00 9/8/75 19
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
FOUR THOUSAND AND NO/100---DOLLARS,
with interest thereon at the rate of 9.9 percent per annum from 9/12/75 until paid, payable in
monthly installments, at the dates and in amounts as follows: Not less than the sum of \$52.64
in any one payment; the first payment to be made on or before the 12th
day of October, 1975, and a like payment on or before the 12th
day of each month thereafter until 9/12/80 when any remaining principal
plus accrued interest shall be due and payable.

balloon payments, if any, will not be refinanced; interest shall be paid monthly and ~~is included in~~
the payments above required, which shall continue until this note, principal and interest, is fully 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 the reasonable attorney's fees and collection costs of the holder
hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and
(2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's
reasonable attorney's fees in the appellate court.

/s/ Randall R. McNair

/s/ Joy C. McNair

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment
comes due, to-wit: September 12, 1975.

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.

Pl Grants have given a 60' road
to Grant to Jirach Corp. on this

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.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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, or such word is defined 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-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

MORTGAGE

(FORM NO. 18CA)

Randall R. McNair

et ux

to

Pacific West Mortgage Co.

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the

15 day of Sept., 1975,

at 12:58 o'clock P.M., and recorded

in book M. 75 on page 10932

or as file number 4864

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

Wm D Milne

County Clerk

Title.

6.00 Deputy.

Pacific West Mtg. Co.

P. O. Box 497 97383

Stayton, OR

jat

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 8th day of September, 1975, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Randall R. McNair and Joy C. McNair

known to me to be the identical individual 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.

Richard H. Mott
 Notary Public for Oregon
 My Commission expires 2/6/77

A 26231

4865

WARRANTY DEED

10933

HAROLD KENYON and BILLIE KENYON, husband and wife, hereinafter called grantors, convey to THOMAS BURGESS, JR. and JEANNE BURGESS, husband and wife, all that real property situated in Klamath County, State of Oregon, described as:

Lot 157, THIRD ADDITION TO SPORTSMAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO:

1. Agreement between Herbert Fleishhacker and May Bell Fleishhacker, husband and wife, and the California Oregon Power Company, a corporation, dated January 25, 1924, recorded February 15, 1924 in Deed Volume 63 page 460, records of Klamath County, Oregon, relative to the raising and/or lowering of the water of Upper Klamath Lake between the elevations of 413764143.3 feet above sea level.

2. Agreement between the Klamath Development Co., a corporation and Herbert Fleishhacker, dated January, 1917, recorded August 15, 1917 in Miscellaneous Volume 3 page 275, records of Klamath County, Oregon, granting "The perpetual right to maintain said pipe line extending from that certain reservoir or water tank situate in the SE $\frac{1}{4}$ of Section 3, Township 36 South, Range 6 E.W.M., approximately 200 feet from the head of Pelican Creek and leading across the NE $\frac{1}{4}$ of Section 3 aforesaid and Lot 4 of Section 2, said Township and Range to the lands of said Second Party situate in said Lot 3 of Sec. 2"

3. Easement, including the terms and provisions thereof, as reserved in deed from Gus. G. Johnson and Olive M. Johnson, husband and wife, to Robert Sloan and Peggy M. Sloan, dated February 15, 1948, recorded September 1, 1953, in Deed Volume 262, page 581, records of Klamath County, Oregon, as follows: "...also the right to build necessary dike, drainage, and irrigation ditches and locate a pumping plant on the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Township 36 South, Range 6 E.W.M., and on the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 36 South, Range 6 E.W.M."

4. Grant of Right of Way, including the terms and provisions thereof, given by Olive M. Johnson, a widow, to The California Oregon Power Company, a California corporation, dated November 3, 1955, recorded November 8, 1955 in Deed Volume 279 page 99, records of Klamath County, Oregon.

5. Reservations and restrictions contained in the dedication of Third Addition to Sportsman Park as follows: "...subject to a 10 foot building set back line on the front of all lots and an 8 foot easement along the back of all lots for future sanitary sewers and public utilities, said easement to provide for ingress and egress for maintenance and construction of such utilities, no structure being permitted and any plantings placed upon said easement shall be placed at the risk of the owner."

6. Covenants and restrictions, as reserved in deed from Peggy M. Stivers and Eldon V. Stivers, Robert Sloan and Lucille Sloan to Harold Kenyon and Billie Kenyon, dated June 20, 1969, recorded November 27, 1974 in Vol. M 74 of Deeds on Page 15231, Klamath County, Oregon.

and covenants that grantors are the owners of the above described property free of all encumbrances, except as shown above.

The true and actual consideration for this transfer is \$3,850.00.

DATED this 11 day of September, 1975.

STATE OF OREGON)

County of Jackson) ss.

September 11, 1975.

Personally appeared the above-named Harold Kenyon and Billie Kenyon and acknowledged the foregoing instrument to be their voluntary act. Before me:

Warranty Deed -1-
 Mail tax statements to:
 Thomas Burgess, Jr.
 7240 S.E. 71st St.
 Portland, Oregon 97206

Return to:

Courtright & Swartsley, Atty's
 818 West 8th St.-Medford 97501

My commission expires: 9-16-76

Notary Public for Oregon

My commission expires: 9-16-76

All Grantors have given a 60' road easement to Jirach Corp. on this

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title

this 15 day of Sept A. D., 1975 at 12:58 o'clock p. M., and duly recorded in

Vol. M 75 of deed on Page 10934

6.00

WM. D. MILNE County Clerk

By [Signature]

Deputy

At Grants have given a 60' road easement to Jirach Corp. on this