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THIS INDENTURE WITNESSETH: That BILLY J. SKILLINGTON and EILEEN SKILLINGTON, husband and wife, and MELVIN L. STEWART and MARY LOU STEWART, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of SEVENTY THOUSAND SEVEN HUNDRED AND NO/100 -----Dollars (\$ 70,700.00) to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto HARRY R. WAGGONER and NORMA E. WAGGONER, husband and wife,

of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

SEE EXHIBIT A ATTACHED HERETO

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said HARRY R. WAGGONER and NORMA E. WAGGONER, husband and wife,

their heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of SEVENTY THOUSAND SEVEN HUNDRED AND NO/100 -----Dollars (\$70,700.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$70,700.00 Klamath Falls, Oregon December 23, 1975

We, jointly and severally, promise to pay to the order of HARRY R. WAGGONER and NORMA E. WAGGONER, husband and wife, at Klamath Falls, Oregon, SEVENTY THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS, with interest thereon at the rate of 8 per cent per annum from date until paid, payable as follows: Interest only on January 10, 1977; monthly installments of not less than \$591.38, including interest thereon, commencing February 10, 1977, and a like payment on the 10th day of each month thereafter, until the whole sum, principal and interest, has been paid. The makers of this note may, at their option, forego the payment of the interest installment due January 10, 1977, in which event the amount of said interest payment shall be added to and become a part of this note, shall bear interest at the rate hereof and shall be payable at the maturity date of the within note. If any of said installments is not paid as provided herein, all principal and interest shall become immediately due and collectible at the option of the holder of this note. If this note is placed in the

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: January 10, 19 91.

75 DEC 30 AM 9 03

Recording

SAVING AND E. at the Secti 9 E.W.M. and South 0°00'30 East 30 feet the East right thence South 0 Tracts 325.0 f South 55°50'30 12.08 feet; the 43, 331.80 feet

Реплика персоналий: как и у других персоналий, так и у животных, но не у растений (ср. *homocentrik* и *heterocentrik*).

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said Harry R. Waggoner and Norma E. Waggoner, husband and wife,

and their legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said Billy J. Skillington and Eileen Skillington, husband and wife, and Melvin L. Stewart and Mary Lou Stewart, ~~both of whom are~~ husband and wife, their heirs and assigns.

*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, as 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.

Baby J. Spellington
 Cedric H. Spellington
 M. L. Stewart
 Mary Lee Stewart

[FORM No. 7]

Oil

STATE OF OREGON

County of _____
 I certify that the within instru-
 ment was received for record on the
 day of _____, 19____
 at _____ o'clock _____ M., and recorded
 in book _____ on page _____
 or as file number _____
 Record of Mortgages of said County.
 Witness my hand and seal of
 County affixed.

Title.

Deputy.

AFTER RECORDING RETURN TO

STATE OF OREGON,

County of KLAMATH

BE IT REMEMBERED, That on this 23rd day of December, 1925, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named BILLY J. SKILLINGTON, EILEEN SKILLINGTON, MELVIN L. STEWART AND MARY LOU STEWART, 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.

 Notary Public for Oregon.
 My Commission expires 8/11/29

My Commission expires.....8/17/79.....

See Recording

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12.08 feet, the
43, 331.80 feet

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PARCEL 1:

A portion of Tract 43, Enterprise Tracts, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the West line of Tract 43 Enterprise Tracts in Klamath County, Oregon, which point is South $0^{\circ}00\frac{1}{2}'$ East 362.75 feet, and thence North $89^{\circ}54'$ East, 30 feet from the section corner common to Sections 33 and 34, Township 38 South, Range 9 East of the Willamette Meridian, and Sections 3 and 4, Township 39 South, Range 9 East of the Willamette Meridian; thence North $89^{\circ}54'$ East a distance of 250.0 feet; thence North $0^{\circ}00\frac{1}{2}'$ West a distance of 125.0 feet; thence South $89^{\circ}54'$ West, a distance of 250.0 feet to the West line of said Tract 43; thence South $0^{\circ}00\frac{1}{2}'$ East, along said West line, a distance of 125.0 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM a tract of land situated in Tract 43 Enterprise Tracts, more particularly described as follows: Beginning at the section corner common to Sections 33 and 34 of Township 38 South, Range 9 East of the Willamette Meridian and Sections 3 and 4 of Township 39 South, Range 9 East of the Willamette Meridian; thence N. $89^{\circ}54'$ E. 40 feet; thence S. $0^{\circ}00'30''$ E. 237.5 feet to the point of beginning, thence N. $89^{\circ}54'$ E. 240 feet; thence S. $0^{\circ}00'30''$ E. 50 feet; thence S. $89^{\circ}54'$ W. 240 feet; thence N. $0^{\circ}00'30''$ W. 50 feet to the point of beginning.

PARCEL 2:

A tract of land situated in Tract 43, Enterprise Tracts, in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the West line of said Tract 43, said point being South $0^{\circ}00\frac{1}{2}'$ East a distance of 362.75 feet and North $89^{\circ}54'$ East a distance of 30.0 feet from the Northwest corner of said Section 3; thence South $0^{\circ}00\frac{1}{2}'$ East along the Westerly line of said Tract 43 a distance of 70.0 feet; thence North $89^{\circ}54'$ East a distance of 250.0 feet; thence North $0^{\circ}00\frac{1}{2}'$ West a distance of 70.0 feet to an iron pin; thence South $89^{\circ}54'$ West a distance of 250.0 feet, more or less, to the point of beginning.

PARCEL 3:

A tract of land situated in Tract 43, Enterprise Tracts, in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3 Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the West line of said Tract 43, said point being South $0^{\circ}00\frac{1}{2}'$ East a distance of 432.75 feet and North $89^{\circ}54'$ East, a distance of 30.0 feet from the Northwest corner of said Section 3; thence South $0^{\circ}00\frac{1}{2}'$ East along the Westerly line of said Tract 43 a distance of 60.0 feet; thence North $89^{\circ}54'$ East a distance of 250.0 feet; thence North $0^{\circ}00\frac{1}{2}'$ West a distance of 60.0 feet; thence South $89^{\circ}54'$ West a distance of 250.0 feet, more or less, to the point of beginning.

ALSO a tract of land situated in Tract 43, Enterprise Tracts, in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the West line of said Tract 43, said point being South $0^{\circ}00\frac{1}{2}'$ East a distance of 492.75 feet and North $89^{\circ}54'$ East a distance of 30.0 feet from the Northwest corner of said Section 3; thence South $0^{\circ}00\frac{1}{2}'$ East along the Westerly line of said Tract 43 a distance of 70.0 feet to the Northeasterly line of Pershing Way; thence South $55^{\circ}50\frac{1}{2}'$ East along the Northeasterly line of Pershing Way a distance of 302.15 feet to an iron pin; thence North $0^{\circ}00\frac{1}{2}'$ West a distance of 240.09 feet; thence South $89^{\circ}54'$ West a distance of 250.0 feet, more or less, to the point of beginning.

SAVING AND EXCEPTING THEREFROM a portion described as follows: Beginning at the Section Corner Common to Sections 33 and 34, Township 38 South, Range 9 E.W.M., and Sections 3 and 4, Township 39 South, Range 9 E.W.M.; thence South $0^{\circ}00'30''$ East along the Section line 237.75 feet; thence North $89^{\circ}54'$ East 30 feet to the West line of Tract 43 of Enterprise Tracts, which is the East right-of-way line of Washburn Way, which is the True Point of Beginning; thence South $0^{\circ}00'30''$ East along the West line of Tract 43 of Enterprise Tracts 325.0 feet to the Northeasterly right-of-way of Pershing Way; thence South $55^{\circ}50'30''$ East along the Northeasterly right-of-way of Pershing Way 12.08 feet; thence North $0^{\circ}00'30''$ West parallel to the West line of Tract 43, 331.80 feet; thence South $89^{\circ}54'$ West 10 feet to the point of beginning.

EXHIBIT A

75 DEC 31 1941

RECORDED

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SUBJECT TO: (1) Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
 (2) Easement for transmission line, including the terms and provisions thereof, given by the United States National Bank of Portland, Trustee under the Last Will and Testament of Walter H. Beane, deceased, and Full Gospel Tabernacle of Klamath Falls, Oregon, to The California Oregon Power Company, a California corporation, dated March 20, 1959, recorded March 25, 1959, in Deed Volume 311, Page 34, records of Klamath County, Oregon.
 (3) Right of way for transmission line, including the terms and provisions thereof, given by Ralph D. Jones, et ux, to The California Oregon Power Company, a corporation, dated March 20, 1959, recorded March 25, 1959, in Deed Volume 311, Page 36, records of Klamath County, Oregon.
 (4) Rights of the public in and to any portion of the herein-described property lying within the boundaries of public roads or highways.
 (5) Easement agreement, including the terms and provisions thereof, by and between Harry R. Waggoner and Tower Enterprises, Inc., an Oregon corporation, dated June 5, 1975, recorded June 6, 1975, in Volume M-75, Page 6319, Microfilm records of Klamath County, Oregon.
 (6) Right of way easement, including the terms and provisions thereof, by and between Melvin L. Stewart and William Skillington, dated June 25, 1975, recorded June 30, 1975, in Volume M-75, Page 7358, Microfilm records of Klamath County, Oregon, to California-Pacific Utilities Company.
 (7) Right of way easement, including the terms and provisions thereof, by and between Harry R. Waggoner and William Skillington to California-Pacific Utilities Company, a corporation, dated June 25, 1975, recorded June 30, 1975, in Volume M-75, Page 7359, Microfilm records of Klamath County, Oregon.
 (8) Mortgage, including the terms and provisions thereof, given by Billy J. Skillington, et al, to First Federal Savings & Loan Association of Klamath Falls, Oregon, dated December 25, 1975, recorded December 29, 1975, in Volume M75, Page 16290, Mortgage records of Klamath County, Oregon.

Return to Waggoner Enterprises-2601 Pershing Way-City
 Tax statements-First Federal S&L-540 Main St.-City

STATE OF OREGON; COUNTY OF KLAMATH; ss.
 Filed for record at request of KLAMATH COUNTY FILMS CO
 this 30th day of DECEMBER A. D. 1975 at 9:03 o'clock A. M., and
 duly recorded in Vol. M 75, of MORTGAGES on Page 16288
 FEE \$ 12.00
 By Wm D. MILNE, County Clerk
Hazel Drazil

(Exhibit A - Page 2)

75 DEC 31 10 4 51

75 DEC 30 10 10 02

File-Recording

Ret: 9/11/75
 929

STATE OF
 County of
 Filed for record
 on this 30th
 at 10:02
 recorded in Vol
 Page 16292
 WM