

FORM No. 755A—MORTGAGE  
SN 19880  
THIS MORTGAGE, Made this 29th day of September, 1976,  
by DAVID L. GARDNER and JUDITH GARDNER, husband and wife  
to GLENN BALDWIN and JUDY BALDWIN, husband and wife  
hereinafter called Mortgagor,  
hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Thirty-Two Thousand Three Hundred Seventy and 34/100 (\$32,370.34) Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

See specific legal description attached hereto marked Exhibit A and by this reference incorporated herein.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 certain promissory note, described as follows:

See Note attached hereto marked Exhibit B and by this reference incorporated herein.

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 the purpose of securing the payment of a certain promissory note, described as follows:

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 payable 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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$ in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises; 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 proceedings of any kind be taken to foreclose on any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and 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 of any lien, encumbrances or insurance 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 such 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

STATE OF OREGON, County of Klamath, ss:  
Personally appeared the above named David L. Gardner and Judith Gardner  
and acknowledged the foregoing instrument to be their voluntary act and deed.  
Before me: Kathy K. Mallama, Notary Public for Oregon  
(NOTARIAL SEAL) My commission expires: 6-13-80

<b>MORTGAGE</b>	
GARDNER	
TO	
BALDWIN	
AFTER RECORDING RETURN TO	
JA - Kathy	

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON, ss.  
County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as filing fee number \_\_\_\_\_  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
By \_\_\_\_\_ Title \_\_\_\_\_  
Deputy.

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38-1145

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76 OCT 5 PM 2

STATE  
County of  
Before

Affairs for the  
act and deed.

WITNES



15653

E $\frac{1}{2}$ NW $\frac{1}{4}$ , excepting therefrom the westerly 90 feet  
W $\frac{1}{2}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ NE $\frac{1}{4}$ , all in Section 29, T. 39 S.,  
R. 13 E.W.M.

Excepting therefrom a piece or parcel of land situate  
in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , said section, township and range, con-  
taining 1,600 square feet (being 40 feet along its  
east-west dimension and 40 feet along its north-south  
dimension: at the exact center of which is located  
the irrigation well identified as "Well No. 2" in  
Application No. G-4819 to Appropriate the Ground  
Waters of the State of Oregon and from which center  
of well the northwest corner of said Section 29  
bears N 67° 47' W 2740.2 feet, more or less, dis-  
tant, together with the right of ingress and egress  
thereto for both physical access and an electrical  
power supply

in Klamath County, State of Oregon.

EXHIBIT A

38-1145

Oct 30

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STATE OF  
County of Ma  
Before

Affairs for the  
act and deed.

WITNESS



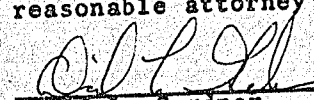
15654

## NOTE

\$32,370.34

Klamath Falls, Oregon September \_\_, 1976.

Each of the undersigned promises to pay to the order of GLENN BALDWIN and JUDY BALDWIN at Thirty-Two Thousand Three Hundred Seventy and 34/100 DOLLARS, (\$32,370.34) with interest thereon at the rate of 7½ percent per annum from October 1, 1976 until paid, payable in annual payments of not less than \$2,800.00 including interest at the rate of 7½% on unpaid balance and first payment to be made on the 1st day of October, 1977 and a like payment on the 1st day of October each and every year thereafter until the whole sum, principal and interest has been paid. After the first payment which is due the 1st day of October, 1977 is made, the undersigned may, at any time, pay off the entire balance of the remaining balance due together with the interest due thereon to the date of payment without penalty. If any of said payments are not so paid, the whole sum of both principal and interest will become immediately due and collectible at once. If this note is placed in the hands of any attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises 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.

  
 David L. Gardner

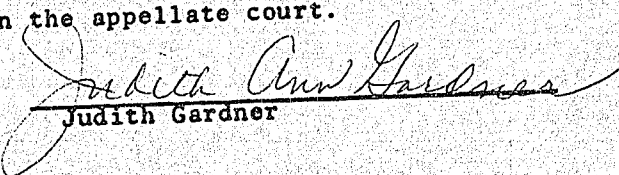
  
 Judith Gardner

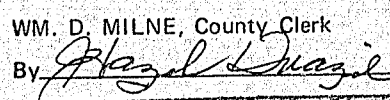
EXHIBIT B

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 5th day of OCTOBER A.D., 1976 at 3:34 o'clock P.M., and duly recorded in Vol. M 76, of MORTGAGES on Page 15652.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By  Deputy