

28913

Vol. 77 Page 8839

THIS MORTGAGE, Made this 5th day of April, 1977, by
HERMAN WARREN ANDERSON and DEBORAH ANN ANDERSON, husband and wife,

Mortgagor,
to NORMAN MILLER ANDERSON, aka Miller Anderson, and LAVINA A. ANDERSON, husband
and wife, Mortgagees,

WITNESSETH, That said mortgagor, in consideration of the sum of — Fifty-Five Thousand,
and 00/100 — (\$ 55,000.00) Dollars

to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto
the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns
and the heirs of the survivor of them, those certain premises situate in the County of Klamath
and State of Oregon, and described as follows, to-wit:

PARCEL 1: NE $\frac{1}{4}$ SE $\frac{1}{4}$ or Lots 17 and 24 of Section 15, Twp. 36 S., R. 12, E.W.M.; Lots 3, 4, 5,
6, 11, 12, 13, 14 and 19 of Sec. 13, Twp. 36 S., R. 12, E.W.M.; The NE $\frac{1}{4}$ or Lots
1, 2, 7, 8, 9, 10, 15 and 16 of Sec. 14, Twp. 36 S., R. 12, E.W.M., LESS 19.79 acres de-
scribed as follows: Beginning at the South quarter corner of Sec. 14, Twp. 36 S., R. 12,
E.W.M.; thence running North a distance of 2640 feet to the center of said Section 14, which
is the true point of beginning. From the true point of beginning running North 762 feet to
the Southerly boundary of the right of way of the Oregon, California & Eastern Railway Com-
pany; thence along said right of way boundary South 70°00' East a distance of 1528.5 feet;
thence on a 5879.7 foot radius curve to the left a distance of 510 feet; thence North a dis-
tance of 50.6 feet; thence South 76°52' East a distance of 609.6 feet to the intersection
of the South line of said quarter section; thence West along the South line of said quarter
section, a distance of 2508.5 feet to the point of beginning, being a portion of Lots 10,
15 and 16 of Section 14, Twp. 36 S., R. 12, E.W.M., leaving 120.57 acres, more or less.
SAVING AND EXCEPTING from all the above-described property that portion thereof lying within
the right of way of the Oregon, California and Eastern Railway.

PARCEL 2: The following portions of Section 13, Twp. 36 S., R. 12, E.W.M.: That portion of
Lot 20 lying North of the O C & E Railroad Right of Way; That portion of Lot 22
lying North of the Sprague River; That portion of Lot 19 lying East of the Sprague River.
ALSO that portion of Lot 19 lying West of the East line of the Sprague River, which lies
North of the O C & E Railroad Right of Way.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-
wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed
or installed in or upon said described premises,

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of sur-
vivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of one certain promissory note in words
and figures substantially as follows:

\$ 55,000.00 Klamath Falls, Oregon April 5, 1977

Each of the undersigned promises to pay to the order of NORMAN MILLER ANDERSON, aka Miller Anderson, and
LAVINA A. ANDERSON, husband and wife,

and upon the death of any of them, then to the order of the survivor of them, at Western Bank, Klamath Falls, Oregon
— Fifty-Five Thousand, and 00/100 — DOLLARS,

with interest thereon at the rate of five percent per annum from April 15, 1977 until paid, payable in
annual installments, at the dates and in the amounts as follows: Not less than \$3,000.00 on April 15,

1978; not less than \$3,000.00 on the 15th day of every April thereafter until the 15th
day of April, 1983, at which time the annual payments will be increased to \$5,000.00 and
will continue at said sum on the 15th day of each April until the full balance and in-
terest are paid;

interest to be paid with principal and * ~~is included in~~ the payments above required; said payments shall continue until the
whole sum hereof, principal and interest, has been paid; if any of said installments is not so paid, the whole sum of both 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 hands of
an 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 hereof, 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.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right
of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and
interest shall vest absolutely in the survivor of them.

s/ Herman Warren Anderson

s/ Deborah Ann Anderson

In construing this mortgage and the said note, the word "survivor" shall include survivors. The term "mortgagor" shall include mortgagors; the
singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made;
assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagees"
shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because
it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of
survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein
given to the mortgagees shall vest forthwith in the survivor of them.

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.

And said mortgagor covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said
premises and has a valid, unencumbered title thereto EXCEPT a prior mortgage to The Federal Land Bank of Spo-
kane, recorded April 11, 1973, in Vol. M73, page 4218, Microfilm Records of Klamath County,
Oregon, and a mortgage to Sonja Ann Anderson-Griffin, et al,

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) 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(s) 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 hereafter be erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$..... full insurable value.

in a company or companies acceptable to the mortgagees and will have all policies of insurance on said property made payable to the mortgagees as their interest may appear and will deliver all policies of insurance on said premises to the mortgagees as soon as insured; 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.

Now, therefore, if said mortgagee shall keep and perform the covenants herein contained and shall pay said note(s) 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(s); it being agreed that if the mortgagor shall fail to make any payment or 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 mortgagees shall have the option to declare the whole amount unpaid on said note(s) or on this mortgage of 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 mortgagees may at their 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(s), without waiver, however, of any right arising to the mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagor neglects to repay any sums so paid by the mortgagees.

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 mortgagees 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.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagees, may 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 the mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successor in interest and assign of said mortgagor and of said mortgagees respectively.

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

Herman Warren Anderson
Deborah Ann Anderson

*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.

MORTGAGE

(Survivorship)
(FORM No. 691)

TO

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 20th day of May, 1977, at 2:39 o'clock PM, and recorded in book 117 on page 8839, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. MILNE

COUNTY CLERK Title.

By *Harold Quigley* Deputy.
FEE \$ 2.00

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

Klamath Co. Title

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 9th day of May, 1977, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named HERMAN WARREN ANDERSON and DEBORAH ANN ANDERSON, 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 for the purposes therein contained.

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

W. D. Milne
Notary Public for Oregon

My commission expires Oct 8, 1978

