

33910

THIS INDENTURE WITNESSETH: That John Dobranski and Dorothy Dobranski, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Four thousand seven hundred eighty-one and 61/100 Dollars (\$4,781.61), to them in hand paid, the receipt whereof is hereby acknowledged, ha. Ye. granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto Robert Harris and Frances Harris, husband and wife

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

The NE 1/4 SW 1/4 NW 1/4 of Section 13, Township 35 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Also S 1/2 of NE 1/4, SE 1/4 of NW 1/4, S 1/2 of SW 1/4 of NW 1/4 of Section 13, Township 35 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

SAVE AND EXCEPTING from the above described tract the following described land.

Beginning at a point 489.5 feet South of the Northwest corner of the SE 1/4 NW 1/4, Section 13, Township 35 South, Range 9 E.W.M.; thence

East 60 feet parallel to the North line of said SE 1/4 NW 1/4; thence

South parallel with the West line of said SE 1/4 NW 1/4 to the Northerly boundary line of the Chiloquin-Sprague River Highway; thence

Northwesterly along the said Northerly boundary line of the said Chiloquin-Sprague River Highway to the West line of said SE 1/4 NW 1/4; thence

North to the point of beginning.

The North 489.5 feet of the SE 1/4 NW 1/4 and the North 489.5 feet of the S 1/2 NE 1/4, Section 13, Township 35 South, Range 9 E.W.M. Klamath County, Oregon

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 Robert Harris and Frances Harris, husband and wife and unto their

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Four thousand seven hundred eighty-one and 61/100 Dollars (\$4,781.61) in accordance with the terms of certain promissory note of which the following is a substantial copy:

that certain "Timber Sales Agreement" attached hereto, marked "Exhibit A" and by this reference incorporated herein. It is understood by the parties hereto that in the event the mortgagors Dobranski are unable to pay the amount due of \$4,781.61 to the mortgagees Harris, together with interest at the rate of 10% per annum from May 19, 1977, on or before May 20, 1978, that the mortgagees shall exhaust all their rights and remedies under the said "Timber Sales Agreement" before filing suit to foreclose this mortgage.

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: May 20, 1978

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) for business or commercial purposes other than agricultural purposes.~~

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 Robert Harris and Frances Harris, husband and wife

and them 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 John Dobranski and Dorothy Dobranski or their heirs or assigns.

Witness SWR hand this 25TH day of July, 1977.

*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.

John Dobranski
Dorothy Dobranski
 JOHN DOBRANSKI
 DOROTHY DOBRANSKI

MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON

County of SS.
 I certify that the within instrument was received for record on the 25TH day of JULY, 1977, at 6 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 Oregon

BE IT REMEMBERED, That on this 25TH day of JULY, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN DOBRANSKI AND DOROTHY DOBRANSKI

known to me to be the identical individuals 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.

John Dobranski
 Notary Public for Oregon.
 My Commission expires 9-11-78

TIMBER SALES AGREEMENT

1
2 This agreement made and entered into this 19th day of May,
3 1977, by and between John and Dorothy Dobranski, husband and wife,
4 hereinafter referred to as Sellers, and Robert Harris, hereinafter
5 referred to as Purchaser, witnesseth:

6 Whereas the first parties are the owners of the merchantable
7 saw timber located on the following described real property, to-
8 wit:

9 NE 1/4 SW 1/4 NW 1/4 of Section 13, Township 35 South, Range 9
10 E.W.M., Klamath County, Oregon.

11 S 1/2 NE 1/4, SE 1/4 NW 1/4, S 1/2 SW 1/4 NW 1/4, and NW 1/4 SW 1/4
12 NW 1/4 of Section 13, Township 35 South, Range 9 E.W.M.,
13 Klamath County, Oregon,

14 SAVE AND EXCEPTING from the above described tract the follow-
15 ing described land: Beginning at a point 489.5 feet South
16 of the Northwest corner of the SE 1/4 NW 1/4, Section 13,
17 Township 35 South, Range 9 E.W.M.; thence East 60 feet
18 parallel to the North line of said SE 1/4 NW 1/4; thence
19 South parallel with the West line of said SE 1/4 NW 1/4 to
20 the Northerly boundary line of the Chiloquin-Sprague River
21 Highway; thence Northwesterly along the said Northerly
22 boundary line of the said Chiloquin-Sprague River Highway to
23 the West line of said SE 1/4 NW 1/4; thence North to the
24 point of beginning. The North 489.5 feet of the SE 1/4 NW 1/4
25 and the North 489.5 feet of the S 1/2 NE 1/4, Section 13,
26 Township 35 South, Range 9 E.W.M., Klamath County, Oregon.

And, whereas the Sellers desire to sell said merchantable
saw timber and the Purchaser has agreed to purchase and pay for
it as cut and removed.

Now, therefore, it is understood and agreed between the
parties hereto that the Sellers shall permit the Purchaser to
cut and remove the merchantable saw timber on the above described
real property on the following terms and conditions:

1 1. Purchaser shall remove merchantable saw timber from the
2 premises in the total amount of 70,000 board feet and Purchaser
3 agrees to pay, therefor, to Sellers the sum of \$4,200.00 at a
4 rate of \$60 per 1,000 board feet according to Bureau Scale, on
5 account of which \$4,200.00 is payed on the execution hereof, the
6 receipt of which is hereby acknowledged by the Sellers.

7 2. The Purchaser further agrees to furnish Sellers with an
8 accurate log scale of all logs removed from the premises on the
9 1st and 15th days of each month until merchantable saw logs of
10 the total amount of 70,00 board feet have been removed therefrom.

11 3. It is further agreed that the Purchaser will begin the
12 logging operation contemplated by this agreement on or about the
13 20th day of May, 1978, and that they will be permitted to conduct
14 a continuous logging operation on the premises thereafter until
15 merchantable saw logs of the total quantity of 70,000 board feet
16 have been removed from the premises. The parties hereto agree
17 that the Purchaser shall have as long as three years from May 20,
18 1977, to complete the logging operation and remove the timber.

19 4. It is also understood and agreed by the parties hereto
20 that the \$4,200 tendered to the Sellers under this contract shall
21 bear interest from the date of this contract at the annual rate
22 of 10% and further that the Purchaser shall have the right to
23 remove merchantable timber equal to the interest due hereon. It
24 is also understood that if the Sellers repay to the Purchaser the
25 sum of \$4,200 together with 10% interest from the date of this
26 agreement before May 20, 1978, that this document will not operate

1 as a sale of the timber and that there will be no removal of any
2 timber under the terms of this agreement and the Sellers obliga-
3 tions hereunder shall be completely satisfied.

4 5. It is understood and agreed that the Purchaser will
5 comply with all laws and regulations regarding the piling and
6 burning of brush, fire hazards and other conditions imposed on
7 them by the State of Oregon, in carrying out the logging operation.
8 It is further understood by the parties hereto that the Sellers
9 are in no way associated or otherwise connected with the actual
10 performance of this contract on the part of Purchaser as to the
11 employment of labor or incurring of other expenses; that the
12 Purchaser is an independent contractor in the performance of each
13 and every part of this contract and solely and personally liable
14 for all labor and expenses in connection therewith and for all
15 damages which may be occasioned on account of the operation of
16 this contract.

17 6. It is further understood and agreed that this contract
18 is not assignable without the written consent of the Sellers.

19 In testimony whereof the parties have set their hands the
20 day and year first above written.

21 *John Dobranski*
John Dobranski

22 *Dorothy Dobranski*
Dorothy Dobranski

23
24 Robert Harris

25 *Robert Harris*
PO Box 542

26 *Chilagumine*

GARY L. HEDLUND

Page 3 - AGREEMENT

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of
AUGUST A.D., 19 77 at 2:10 o'clock A M., and duly recorded in Vol. M77,
of MORTGAGES on Page 14533.

FEE \$ 15.00

WM. D. MILNE, County Clerk

By *Hazel Drayle* Deputy