

And said grantor, hereby covenants to and with said grantee, his heirs and assigns, that grantor is lawfully seized in fee simple of the above-granted premises, free from all encumbrances (except as noted above) and that grantor will warrant and forever defend the above grant premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

WITNESS grantor's hand this 17th day of August, 1977.

Before me this 17th day of August, 1977, personally appeared the above-named RICHARD CLAUSON, and acknowledged the foregoing instrument to be his voluntary act and deed.

Marvin Elserhorre
Notary Public for Oregon
My Commission Expires: 1-18-81

(S E A L)

and for record at request of MICHAEL L BRIANT ATTY
his 26th day of AUGUST 1952 at 12:27 PM and
duly recorded in Vol. 177, of Deeds Page 1678
Wm. D. Miller County Clerk

FEE \$ 6.00

Wm D. MILNE, County Clerk

WARRANTY DEED (2)

THIS MORTGAGE, Made this 17th day of August, 1977,
by Sol Richard Krueger
to Richard Clauson Mortgageor

WITNESSETH, That said mortgagor, in consideration of Two thousand five hundred and no/100's (\$2,500.00) ----- 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:

A parcel of land situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:
Beginning at a point on the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ which bears South 0° 18' East a distance of 572 feet from the Northeast corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 89° 42' West a distance of 200.0 feet; thence South 0° 18' East a distance of 185.24 feet to the true point of beginning; thence continuing South 0° 18' East a distance of 215.00 feet to a point which bears North 0° 18' West a distance of 130.0 feet from the Southwest corner of tract described as Parcel 1 in Deed Volume M68, page 6547, Deed Records of Klamath County, Oregon; thence North 89° 42' East a distance of 175.0 feet to a point; thence North 0° 18' West to the Northwest corner of parcel described in deed from Richard Clauson, et ux to Chester R. Robertson, et ux, recorded in Volume M69, page 7366, Deed Records of Klamath County, Oregon; thence East along the North line of last described parcel a distance of 25.0 feet to the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence North 0° 18' West along said East line to a point which is North 89° 42' East from the point of beginning; thence South 89° 42' West to the point of beginning.

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.

\$2,500.00 Klamath Falls, Oregon August 17 1977

I (~~Richard Krueger~~), jointly and severally, promise to pay to the order of Richard
Clauson

at Klamath Falls, Oregon

Two thousand five hundred and no/100's (\$2,500.00) ----- DOLLARS

with interest thereon at the rate of 0 per cent. per annum from n/a until paid
principal and interest payable in monthly installments of not less than \$ 20.00 in any one payment; each payment as made
shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the 1st day
of October 1977, and a like payment on the first day of each month thereafter until
paid ~~in full~~, when the whole unpaid balance hereof, if any, shall become due and payable; if any of said
installments is not so paid, the whole sum of both 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 do promise and agree to pay the reasonable attorney
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
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/ Sol Richard Krueger
Sol Richard Krueger

FORM NO. 101—JULY 1951 (REV. 5-21-51)

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 the whole or any part thereof, and will keep the same free from all liens, mortgages, judgments, claims, demands, suits, actions, proceedings and attachments, and will 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 on 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 the obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to him or his heirs, assigns and assigns at their respective interests; any policy or policies of insurance shall be delivered to the mortgagee as soon as required. Now if the mortgagee 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 mortgagee's expense, that he will keep the buildings and improvements thereon and the premises thereon insured against fire and such other perils as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or the obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to him or his heirs, assigns and assigns at their respective interests; any policy or policies of insurance shall be delivered to the mortgagee as soon as required, and will pay the full cost for filing the same in the proper public office or offices, as well as the cost of all fees payable made by third parties or searching agencies as may be deemed advisable by the mortgagee.

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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.

Sol Richard Krueger

*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, at 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.

STATE OF OREGON,

County of Klamath

SS.

BE IT REMEMBERED, That on this 17th day of August, 1977, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Sol Richard Krueger.

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

Marvian Elsomore

Notary Public for Oregon.

My Commission expires 7-18-81.

MORTGAGE

(FORM No. 105A)

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

Richard Clauson

TO

Sol Richard Krueger

AFTER RECORDING RETURN TO

Michael L. Brant
 325 Main Street
 Klamath Falls, OR 97601

SPACE RESERVED
 FOR
 RECORDER'S USE

FEE \$ 6.00

STATE OF OREGON

County of Klamath

SS.

I certify that the within instrument was received for record on the 26th day of AUGUST, 1977, at 8:52 o'clock AM., and recorded in book M77 on page 15780 or as file reel number 34758, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

J. D. MILNE

Title

By *Kazil Drasil* Deputy.