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Vol. 11 Page 15784

THIS MORTGAGE, Made this  
by Sol Richard Krueger.

17th

day of

August

1977

to Richard Clauson

Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Two thousand four hundred and no/100's (\$2,400.00) 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 situated 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 a point; thence North 89° 42' East to a point on the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence North 0° 18' West along said East line to the point of beginning. EXCEPTING THEREFROM portion conveyed to State of Oregon by deed recorded December 18, 1967, in Volume M67, page 9771 and portion conveyed to Oregon Fish and Game Council, Inc., by deed recorded June 1, 1971, Volume M71, page 5206, Deed Records of Klamath County, Oregon. ALSO beginning at a point on the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, which bears South 0° 18' East a distance of 362.0 feet from the Northeast corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence South 89° 42' West a distance of 200 feet; thence South 0° 18' East a distance of 150 feet; thence North 89° 42' East a distance of 200 feet to the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence North 0° 18' East along said East line a distance of 150 feet to the point of beginning. EXCEPTING THEREFROM portion conveyed to State of Oregon by Deed Volume M67, Page 9771, AND RESERVING a strip 60 feet wide along the East side of the above-described property for public road purposes.

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 the promissory note, of which the following is a substantial copy:

\$ 2,400.00 Klamath Falls, Oregon, August 17, 1977  
I, Richard Clauson, jointly and severally, promise to pay to the order of Richard Clauson  
Two thousand four hundred and no/100's (\$2,400.00) 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 \$30.00 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. 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've promise and agree to pay the reasonable attorney's  
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'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.

/s/ Sol Richard Krueger  
Sol Richard Krueger

FORM No. 807—INSTALLMENT NOTE

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Brien, Law Publishing Co., Portland, Ore.

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 now on or which hereafter may be erected on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings and improvements on the premises 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 greater and then to the mortgagee as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagee shall for any reason to procure any such insurance and to deliver said policies to the mortgagee, the mortgagee shall pay the cost of such insurance. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more affidavits in the statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay the cost of the same in the office of officers, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

After Record  
Mr. Norman  
2637 Homestead  
Klamath Falls  
Taxes

Form No. 806  
(Previous Form No. TA 15)

15785

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 mortgagor 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, 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.

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.

*Marian Ekemore*  
 Notary Public for Oregon  
 My Commission expires 1-18-81

## MORTGAGE

(FORM No. 105A)

STEVENS-NESS LAW PUB. CO. TOLSON, ILL. 60610

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 15784 or as file reel number 31,769

Record of Mortgage of said County.  
 Witness my hand and seal of County affixed.

WM. D. MILNE

Title

By *Kay L. Draz* Deputy.