

TC

40389

Vol. <sup>M</sup> 77 Page 24143

THIS MORTGAGE, Made this 30 day of NOVEMBER, 19 77, by JOHN B. ADAIR,

to BEN J. ADAIR and EDITH W. ADAIR, to each an undivided one-half interest, Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Mortgagee,

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 legal description on reverse)

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 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 2 promissory note<sup>s</sup>, of which the following ~~is a substantial copy~~ are substantial copies:

\$ 5,500.00

I (or if more than one maker) we, jointly and severally, promise to pay to the order of EDITH W. ADAIR October 25, 1977

Five Thousand Five Hundred (5,500.00) at Klamath Falls, Oregon

with interest thereon at the rate of 6 percent per annum from DOLLARS, annual installments of not less than \$1,500.00 until paid, payable in

XXXXXXX the minimum payments above required; the first payment to be made on the day of 19, and a like payment on the day of thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided. This note is secured by a real estate mortgage of even date.

\* Strike words not applicable.

JOHN B. ADAIR

FORM No. 217--INSTALLMENT NOTE.

SN Stevens-Ness Law Publishing Co., Portland, Ore.

\$ 5,500.00

I (or if more than one maker) we, jointly and severally, promise to pay to the order of BEN J. ADAIR October 25, 1977

FIVE THOUSAND FIVE HUNDRED (\$5,500.00) at KLAMATH FALLS, OREGON

with interest thereon at the rate of 6 percent per annum from DOLLARS, annual installments of not less than \$1,500.00 until paid, payable in

XXXXXXX the minimum payments above required; the first payment to be made on the day of 19, and a like payment on the day of thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided. This note is secured by a real estate mortgage of even date.

\* Strike words not applicable.

JOHN B. ADAIR

FORM No. 217--INSTALLMENT NOTE.

SN Stevens-Ness Law Publishing Co., Portland, Ore.

24144

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: \_\_\_\_\_, 19\_\_\_\_.

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, (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by Ben J. Adair and Edith W. Adair, husband and wife, as Mortgagors and

xx Federal Land Bank as Mortgagee \_\_\_\_\_ dated April 29,

1977, and recorded in the mortgage records of the above named county in book M-77, at page 9068 thereof, or as file number 30079, \_\_\_\_\_ (indicate which), reference to said mortgage records

hereby being made; the said first mortgage was given to secure a note for the principal sum of \$ 46,200; the unpaid principal balance thereof on the date of the execution of this instrument is \$ \_\_\_\_\_ and no more; interest thereon is paid to \_\_\_\_\_, 19\_\_\_\_; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage".

The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except None

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal and interest, according to the terms thereof; that while any part of the note secured hereby 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 secured hereby, when due and payable and before the same 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 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 \$ \_\_\_\_\_ in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagee named herein and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid 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 mortgagor's expense; that the mortgagor will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the security for this mortgage, then at the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby 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 payments of the note secured hereby; 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, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby 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, 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.

*John B. Adair*  
JOHN B. ADAIR

\*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, use Stevens-Ness Form No. 1306 or similar.

STATE OF OREGON,

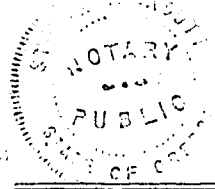
County of Klamath } ss.

BE IT REMEMBERED, That on this 30 day of November, 19 77, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named JOHN B. ADAIR

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.

*Robert J. [Signature]*  
Notary Public for Oregon.  
My Commission expires 8/29/81



# SECOND MORTGAGE

(FORM No. 925)  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

John B. Adair  
TO  
Ben J. & Edith W. Adair

AFTER RECORDING RETURN TO  
James E. McCobb  
Attorney at Law  
3949 S. 6th, Suite 115  
Klamath Falls, Oregon 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

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 file/reel number \_\_\_\_\_, Record of Mortgages of said County. Witness my hand and seal of County affixed.

By \_\_\_\_\_ Title.  
Deputy



LEGAL DESCRIPTION:

24146

County of Klamath and state of Oregon:

A piece or parcel of land situated in the Northeast quarter (NE $\frac{1}{4}$ ) of Section 30 Township 39 S. Range 10 E.W.M., more particularly described as follows: Beginning at the section corner common to Sections 19, 20, 29 and 30 Township 39 S. Range 10 E. W. M., and running thence Westerly along the Northerly boundary of the said Section 1573.5 feet, more or less to a point 1074.2 feet Easterly along the said boundary from the quarter section corner on the Northerly boundary of the said Section 30; thence Southerly 2657.5 feet, more or less, to a point in the Southerly boundary of the said Northeast quarter (NE $\frac{1}{4}$ ) of the said Section 30 which is 1074.2 feet Easterly along the said boundary line from the Southwesterly corner of the said Northeast quarter (NE $\frac{1}{4}$ ); thence Easterly along the said boundary line 1565.2 feet, more or less, to the quarter section corner on the Easterly boundary of said Section 30; thence Northerly along the Easterly boundary of said Section 30, 2656.7 feet, more or less. to the said point of beginning.

EXCEPTING from the above described property a strip of land 30 feet wide along the North side thereof.

ALSO, EXCEPTING from the above described property the following described parcel: Beginning at the quarter corner between Sections 29 and 30 said township and range; running thence North 206 feet; thence West 846 feet, more or less, to the drain ditch; thence South along the drain ditch 206 feet, to the South line of the Northeast quarter (NE $\frac{1}{4}$ ) of said Section 30; thence East 846 feet, more or less, along said South line of the Northeast quarter (NE $\frac{1}{4}$ ) to the place of beginning, containing 4 acres, more or less.

ALSO, EXCEPTING from the above described parcel the following described parcel: Beginning at a point 30 feet South and 30 feet West of the section corner common to Sections 19, 20, 29 and 30, Township 39 South, Range 10 East of the Willamette Meridian; thence South parallel to the section line common to Sections 29 and 30, 208.71 feet to a point; thence Westerly at right angles 208.71 feet; thence Northerly at right angles 208.71 feet; thence Easterly at right angles 208.71 feet to the point of beginning.

ALSO, EXCEPTING from the above described parcel the following described parcel:  
A tract of land located in the NE  $\frac{1}{4}$  of Section 30, T. 39 S., R. 10, EWM, Klamath County, Oregon, and more particularly described as follows: Beginning at an iron pin located West a distance of 30.0 feet and South a distance of 1268.0 feet from the Section corner common to Sections 19, 20, 29 and 30, T. 39 S., R. 10 EWM, said point lying on the West boundary of the county road right-of-way; thence West a distance of 256.24 feet to an iron pin; thence South a distance of 170.0 feet to an iron pin; thence East a distance of 256.24 feet to an iron pin; thence North along the West boundary of the county road right-of-way a distance of 170.0 feet, more or less, to the point of beginning. The above-described tract of land contains 1.0 acres, more or less.

SUBJECT to that certain easement recorded at Book M75, page 12715, dated October 14, 1975, and recorded, October 14, 1975.

ALSO, SUBJECT to the easements of any ditches carrying water to lands below this tract, and to one-half of the right of way for the county road along the Easterly boundary of said tract, and all contracts and agreements with the United States of America and the Klamath Irrigation District relative to irrigation and/or drainage and any existing rights of way for ditches or canals heretofore conveyed or used in connection therewith.

STATE OF OREGON; COUNTY OF KLAMATH, ss.

Filed for record ~~at request of~~ \_\_\_\_\_  
this 14th day of December A. D. 1977, at 11:23 o'clock A.M., and  
fully recorded in Vol. M77, of Mortgages on Page 24143

Wm. D. MILNE, County Clerk

By Bernetha V. Hetch

Fee \$12.00

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only.  
To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

40390

SPECIAL  
WARRANTY DEED

Vol. <sup>M</sup> 71 Page 24147

THE STATE OF OREGON  
COUNTY OF KLAMATH

} KNOW ALL MEN BY THESE PRESENTS:

That I, ZADA L. LATHAM, AKA ZADA LEE LATHAM, a single woman  
of the County of Bexar and State of Texas for and in  
consideration of the sum of TEN AND NO/100-----(\$10.00)-----DOLLARS  
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of  
which is hereby acknowledged, AND FURTHER CONSIDERATION OF AN ORDER BY THE COURT IN CAUSE NO.  
77-CI-10671, and styled In the Matter of the Marriage of Zada Lee Latham and T. L. Latham,  
In the District Court, 37th Judicial District, Bexar County, Texas, and signed and entered  
on the 28th day of October, 1977, awarding the real property described below to Grantee

77 DEC 14 PM 11 23

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto  
T. L. LATHAM, a single man  
of the County of Bexar and State of Texas, all of  
the following described real property in KLAMATH County, OREGON, to-wit:

Lot 4, Block 61, Klamath Falls Forest Estates Highway 66 Unit,  
Plat No. 2, as recorded in Klamath County, Oregon

and also subject to all conditions, restrictions, reservations, easements, exceptions,  
rights and/or rights of way affecting said property.

Being the same property described and recorded in Book M-73, page 10751, Record of Deeds  
of Klamath County, Oregon.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and  
appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns  
forever; and I do hereby bind myself, my heirs, executors and administrators to  
WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his  
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof,  
by, through or under me, but not otherwise.

EXECUTED this 15<sup>th</sup> day of November, A. D. 1977.

ZADA L. LATHAM

ck  
6/10

24148

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared ZADA L. LATHAM AKA ZADA LEE LATHAM

known to me to be the person whose name IS subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 23<sup>rd</sup> day of November, A. D. 1977.

Notary Public in and for BEXAR County, Texas.

Faye E. Jones, Notary Public,  
in and for Bexar County, Texas

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A. D. 19

Notary Public in and for County, Texas.

WARRANTY DEED

ZADA L. LATHAM  
AKA  
ZADA LEE LATHAM

TO

T. L. LATHAM

(330 Kitty Hawk #103, Universal City,  
Texas, 78148)

PREPARED IN THE LAW OFFICE OF:  
BENBOW, GROSS, STROUD & STULB  
504 Pat Booker Road  
P. O. Box 2068  
Universal City, Texas 78148  
(512) 658-6881/658-0202

PLEASE RETURN TO:  
BENBOW, GROSS, STROUD & STULB  
P. O. Box 2068  
Universal City, Texas 78148

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14<sup>th</sup> day of December A.D., 1977 at 11:23 o'clock A.M., and duly recorded in Vol. M77 of Deeds on Page 24147.

FEE \$6.00

WM. D. MILNE, County Clerk

By *Bernice H. Heloch* Deputy

reputed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the corporation.

Given under my hand and seal of office on this the day of A. D. 19

Notary Public in and for County, Texas.