

TC

43562

THIS MORTGAGE, Made this 14 day of February, 19 78,
by CLYDE W. CHAPMAN and DIANE S. CHAPMAN, husband and wife
to CURTIS F. DEETZ Mortgagee,

WITNESSETH, That said mortgagor, in consideration of EIGHT THOUSAND NINE HUNDRED AND NO/100 ----- 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:

The E $\frac{1}{2}$ SE $\frac{1}{4}$ lying Easterly of BLY MOUNTAIN BONANZA CUT OFF ROAD in Section 34, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon

THIS MORTGAGE BEING RE-RECORDED TO INCLUDE THE MATURITY DATE

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 a promissory note of which the following is a substantial copy: 77504

\$8,900.00

, 19

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
CURTIS F. DEETZ

at Stayton, Oregon

EIGHT THOUSAND NINE HUNDRED AND NO/100 ----- February 21, 1978 ----- DOLLARS.

with interest thereon at the rate of 10 per cent. per annum from February 21, 1978 until paid,
principal and interest payable in monthly installments of not less than \$ 117.63 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 21 day
of March, 1978, and a like payment on the 21 day of each month thereafter until

February 21, 19 83, 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/we 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/ Diane S. Chapman

Clyde W. Chapman

by Diane S. Chapman, Attorney-in-fact/s/ Clyde W. Chapman
by Diane S. Chapman

FORM No. 807—INSTALLMENT NOTE.

571

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

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: February 21, 19 83

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 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 of 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 obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor 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 mortgagor's expense; 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. 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.

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.

Clyde W. Chapman
by *Marie S. Chapman*
Marie S. Chapman

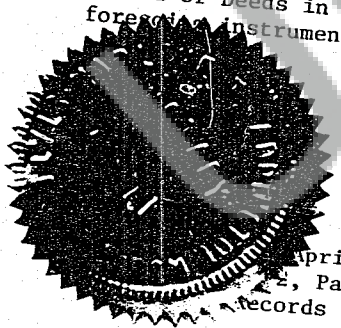
*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, or such word as defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures, 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.

On this 14th day of February, 1978, personally appeared the above named DIANE S. CHAPMAN acting under a power of attorney which was recorded *** July 1, 1971, in Book M71, on Page 6888, or as File No. Record of Deeds in Klamath County, State of Oregon, and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME:

Barbara J. Addington
Notary Public for Oregon
My Commission Expires: 3-22-81



April 3, 1972,
Page 3436,
records of Klamath County, Oregon.

MORTGAGE

(FORM No. 105A)

STEVENS-NESS LAW PUB. CO., PHOENIX, ARIZ.

CLYDE W. CHAPMAN, ET UX

TO

CURTIS F. DEETZ

AFTER RECORDING RETURN TO

Investors Mortgage Co.
P. O. Box 515
Stayton, OR, 97383

STATE OF OREGON

County of Klamath } ss.

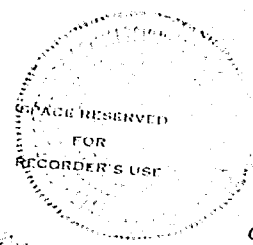
I certify that the within instrument was received for record on the 22nd day of February, 1978, at 3:31 o'clock PM., and recorded in book M78 on page 3380 or as file reel number 43562.

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

Wm. D. Milne

Title

By *Bernard J. Hirsch* Deputy.



STATE OF OREGON; COUNTY OF KLAMATH; ss.
 led for record at request of Investors Mortgage Co.
 his 22nd day of March A. D. 19 78 at 2:00 clock P.M., or
 fully recorded in Vol. M78, of Mortgages on Page 5451
Wm D. MILNE, County Clerk
 By Bernard H. Helich
 Fee \$9.00

Easement #236
 Klamath Falls
 727 11313 45C-99

45036

Vol. M Page 5454 C-5241

GRANT OF EASEMENT

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, the undersigned, hereinafter referred to as "Grantor," hereby grants to PACIFIC NORTHWEST BELL TELEPHONE COMPANY, a corporation, its successors and assigns, hereinafter referred to as "Grantee," a perpetual easement TEN (10) feet in width over, across, upon and under the hereinafter described real property, with the right from time to time to construct, place, inspect, maintain, repair, replace, remove, use, operate and patrol thereon, therein and thereunder underground communication facilities, including wires, cables and other electrical conductors, conduits, and other appurtenances.

Said real property is situated in the County of KLAMATH, State of Oregon, and is described as follows: A strip of land running parallel and adjacent to the West line of Tax Lot 601 and described in Deed Records M76-510T, located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 15, T.39S., R.9E., W.M. Grantee will permit Grantor permanent drive way use of easement except for reasonable lengths of time necessary for Grantees construction and Maintenance activities. Nor will Grantee construct any permanent structure which would prevent Grantor drive way use of the full length of easement. Grantor reserves the right to fill in on top of easement with any suitable material to a grade level satisfactory to Grantor.

Grantor grants to Grantee the right to clear and keep cleared a strip of land FIVE (5) feet wide on each side of the center line of said easement of all brush and undergrowth, and to remove or trim such trees and to remove such other obstructions as may be necessary for the protection of Grantee's said communication facilities.

Grantor further covenants that no digging or blasting will be done or permitted upon said easement or sufficiently near thereto on the premises of Grantor which will in any manner disturb the solidity of Grantee's communication facilities, reduce the depth of soil covering the same or unearth any portion thereof or in any way interfere with the transmission of telephone communication through or over such communication facilities.

Grantor reserves the right to use the property for agricultural purposes not inconsistent with the rights granted Grantee.

Grantee, its contractors, agents, employees and servants shall at all times have the right of ingress to and egress from said easement with the specific understanding that Grantee shall be responsible for any property damage suffered by Grantor caused by Grantee's exercise of the rights herein granted.

Grantee is also granted the right from time to time to increase or decrease the size, weight or number and to change the type or add to any of said communication facilities which may be constructed or installed in, upon or under the easement hereby granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Grantor has executed this instrument this 10th day of March, 1978.

Kathleen Coffman

my term expires 12/28/81

J. C. McCoy, Grantor
 OWNER S.WAY-TAMER CO.

Ken E. Bailey, Grantor
 MANAGER S.WAY-TAMER CO.

Reliance to

Pacific NW Bell
 5250 N.E. 20th Ln 301
 Portland, OR 97232

FORM APPROVED
 Date 3/15/78
 By WMP
 Deed Book 11313
 Page 45036

STATE OF OREGON; COUNTY OF KLAMATH; ss.
 Filed for record at request of Pacific Northwest Bell
 his 22nd day of March A. D. 19 78 at 2:07 clock P.M., or
 fully recorded in Vol. M78, of Deeds on Page 5454
Wm D. MILNE, County Clerk
 By Bernard H. Helich

Fee \$3.00

ck
 3-203-71