Vol. May Page EGG Box 52 Depend 1909 cp THISMORTS ADEC Medathic un- Fifth day of April by FIDERETY PERSONANT A PEALIZATION CO., INC. , 19.78 , P#q:: Mortgagor, ROTAL KLAMATH, RIVER ACRES OF OREGON, LTD. WITNESSETH, That said mortgagor, in consideration of NINERY THOUSANDMortgagee, Got Inc. (\$90,000.00) Dollars, to him paid by said mortgagee, does hereby grant; bargain; selband courses unto said mortgages, 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 W2NW1 of Section 6, T. 40 S. R. 8 EMM, being more particularly described as follows: Beginning at a 5/8 inch iron pin marking the SW corner of Lot. 21, of the Third Addition to Klamath River Acres, a duly recorded subdivision in said Klemath Gounty; thence S 00°16'59" W. along the Easterly right-of-way line of Morgan Way, A public road, 191.65 feet to a 5/8 inch iron pin on the Northerly right-ofway line of Oregon Highway No. 66, thence N. 88°57'00" E. along said Northerly right-of-way line 217.62 feet to a 5/8 inch iron pin at the beginning of a curve to the left; thence along the arc of a 378.00 feet radius curve to the left (delta_20°23'24"; long 0 chord_N. 78°45'17" E. 133.81 feet) 134.52 feet to a PK nail at a point-on-curve and the Southwesterly right-of-way line of vacated Pine St., thence N. 56°53'37" W. along said southwesterly right-of-way line of vacated Pine Steet, 296.57 feet to a 5/8 inch iron pin marking the most SE corner of said Let 21; thence S. 89°57' 18" W. along the South line of said Lot 21, 99.54 feet to the point of beginning. edged to me that he executed the same levely and volunterily. known to me to be the identical individual described in and who executed the within described in and who have t E. J. Shipsey before me, the undersigned, a notary public in and for said, county prid state, personally at some " BE IT REMEMBERED, That on due Fifth day 21 Jone (Togethed with all and singular the tenements, hereditements and appurtemences thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rests, issues and profits therefrom, and any and all fixtures upon said promises at the time of the execution of this maridage or at any time during the term of this mortgage. 21. VITO HAVE AND TO HOLD the said premises with the appurtesances unto the said mortgages, his heirs, executors, adminis-This mortgage is intended to secure the payment ofpromissory note...., of which the following is a substantial copy: \$ 90,000.00 April 5, 1978 ...atter date, I (or if more than one maker) we jointly and severally promise to pay to the order of ... Klamath River Acres of Oragon, Ltd. et Kena, Oregon Ninety Thousand Dollars-Rine by Inconstruction at the rate of 10 % per annum from April 5, 1978 with interest thereon at the rate of 10 % per annum from April 5, 1978 and if not so paid, all principal and interest, at the option of the holder of this mate, to become imme-promise and agree to pay holder's remonship attorney's tess and collection costs, even though no suit or action is filed hereon; if a suit or appeal therein, is tried, heard or decided. Payable - Interest only for a period of five years. - DOLLARS. Funding & Realfzation Co., Inc. Fidelaty By: No. 216-PROMISSORY MOTE The date of instantly of the Source by the Holigage is the date of which the test schools The date of manufity of the second of the loan represented by the above described note and this mortgage are: (using the prime frager warrants that the proceeds of the loan represented by the above described note and this mortgage are: (using the prime frager warrants that the proceeds of the loan represented by the above described note and this mortgage are: (using the prime frager warrants that the proceeds of the loan represented by the above described note and this mortgage are: (using the prime frager warrants that the proceeds of the loan represented by the above described note and this mortgage are: (using the prime frager warrants that the proceeds of the loan represented by the above described and this mortgage are: (using the prime frager warrants that the proceeds of the loan represented by the above described real estate made by an of superposes. per south of and off a set of a the united and the period county in the united and the dated in the motions of the above seried county in books., at page thereof, or as ertheliper Balance theread on the date of the execution of this instrument is \$ in the secure secure prince processes in the obligations secured thereby hereinalter. for brevity, are called to sincly "list moriest". incly "lim morigat". The morigat" commany to and with the morigages, his heirs, executors, administrators and exigns, that he is lawk by seized in iss simple of said premises; that the same are free from all encumbrances except said that morigage and further except. actur, exception subserved in the second preserve to in preserved it is a general second and that he will warrant and forever defend the same adalant all persons; further, that he will do and perform all things required of and interest, according to the terms thereof; that while any part of the nois secured hereby, remains unpeld he will pay all oblighted of the terms thereof; that while any part of the nois secured hereby, principal membra and other charges of every nature which may be ferifed or assessed against all prompty years and satisfy any and satisfy any all taxes, assess hereby, where the and pay all object the same become delinquent; that he will prompty pay and satisfy any and all liens a encurate and other charges of every nature which may be ferifed or assessed against all prompty pay and satisfy any and all liens are encurate and other the same become delinquent; that he will prompty pay and satisfy any and all liens of the baildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by tire

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form satisficatory to the marifage, and will pay for filling the same in the proper public office or offices, as well as the cost of all lien searches made by filling officers or searching agencies as may be deemed desirable by the marifage.
Now, therefore, it caid marifage shall keep, and pattern the payanant herein continged and shall pay all obligations secured by the first marifage as well as the note secure the point excording to its terms, this conveyance shall be void, but otherwise shall remain and first marifage as well as the note secure the point excording to its terms, this conveyance shall be void, but otherwise shall remain and the represents of the mortage and shall pay all obligations secured by the first marifage and the marifage and the payanents of the note secure the point of all of said covenants and the payments of the note secure of hereby; it being any pay those it as proceeding of any kind be taken to foreclose any lien on said premises or larged that a fealure; to perform any covenant herein, or it as proceeding of any kind be taken to foreclose any lien on said premises or charges and payable, and this marifage that the point to declare the whole same unpaid on eaid note or on this marifage at once due any pari thoreal, the marifage may be toreclosed at any time thereafter. And it the marifage required of this marifage, and any payment so the above provided for, or said to do and perform the acts required at marifage, the marifage benearce, or insurence and any the the same rate as the note secured hereby without wiver, theorem the debt secured by this marifage, and shall bear interest at the same rate as the note secured hereby without wiver.
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IN WITNESS WHEREOP, said mortgagor has bersunto set his hand the day and year first above written.

REALIZATION CO., INC. FIDELETY FUNDING &

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1.236 SURPORTANT NOTICE: Eclebe, by Haing cet, whichever warranty tel an II-i is net applicable. If semanty fed is applicable and if the methanese is a realise, as acch word is defined in the Trate-ie-Institute Aut can beginning of the sentinging MUST comply in the fact and longitution by making realistic MUST comply with the fact and longitution by making realistic MUST comply with the fact and longitution by making realistic MUST comply fact and longitudes. The senting realistic Must be fact and longitudes from No. 1506 or the line.

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BE IT REMEMBERED, That on this Fifth day of April , 19 78 , before me, the undersigned, a notary public in and for said county and state, personally appeared the within named E. J. Shipsey

known to me to be the identical individual described in and who executed the within instrument and acknowlhe executed the same freely and voluntarily. ma that

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