

46679
THIS MORTGAGE Made this 20th day of April 19 78
by CHARLES A. NELSON and ELEANOR L. NELSON, husband and wife
to LYLE H. BOZARTH and JOANN T. BOZARTH, husband and wife

WITNESSETH, That said mortgagor, in consideration of FORTY FIVE THOUSAND and No/100 (\$45,000.00)- 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:

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS MORTGAGE IS A SECOND MORTGAGE AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST MORTGAGE IN FAVOR OF FEDERAL LAND BANK.

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

\$45,000.00 Klamath Falls, Oregon, April 20, 19 78
I (or if more than one maker) we, jointly and severally, promise to pay to the order of LYLE H. BOZARTH and JOANN T. BOZARTH, husband and wife
at Klamath Falls, OR; or as directed
FORTY FIVE THOUSAND and No/100- - - - - DOLLARS,
with interest thereon at the rate of 8 percent per annum from April 21, 1978 until paid, payable in annual installments of not less than \$5,257.35 in any one payment; interest shall be paid annually and the minimum payments above required; the first payment to be made on the 21st day of April 19 79 and a like payment on the 21st day of each April 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.
* Extra words not applicable.
COPY
Charles A. Nelson
Charles A. Nelson
Eleanor L. Nelson

7826 No. 217-INSTALLMENT NOTE
comes due, to-wit:
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 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 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 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 SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following:

Beginning at a point on the North line of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$ and the centerline of said existing road, from which the Southeast corner of said Section 4 is South 21° 43' 30" East 701.00 feet and South 38° 01' 20" East 807.44 feet; thence Westerly to the Northwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence Southerly to the Southwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence Easterly along the South line of said Section 4 to a point on the centerline of said existing road, said point being Westerly 11 feet, more or less, from the Southeast corner of said Section 4; thence Northwesterly along the centerline of said existing road to the point of beginning, with bearings based on Survey No. 1547 as recorded in the office of the Klamath County Surveyor.

ALSO INCLUDING

The S $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, the NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 10, all in Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon,

EXCEPT THEREFROM that portion described as follows:

The following tract of land located in the NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 11 East of the Willamette Meridian.

Beginning at the Southwest corner of the N $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 10; thence North along the West boundary line of said Section 730 feet to a point; thence East 730 feet; thence South 730 feet; more or less, to a point on the South line of the N $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence West to the point of beginning.

ALSO EXCEPT THEREFROM that portion described as follows:

A parcel of land situate in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 11 East of the Willamette Meridian, being more particularly described as follows:

Beginning at the iron pin marking the center of Section 10, Township 39 South, Range 11 East of the Willamette Meridian, said pin being also the Northwest corner of East Bonanza Addition to the City of Bonanza, Klamath County, Oregon; thence North along the West right of way of West Avenue 30.0 feet; thence East along the North right of way of Morine Avenue 137.9 feet; thence North 110.0 feet; thence West 217.95 feet to the centerline of a drain; thence South 11° 56' West along the centerline of said drain 143.1 feet to the East-West centerline of said Section 10; thence East along the said centerline of said Section 10, 109.64 feet to the point of beginning.

continued ...

description continued ...

ALSO EXCEPT a tract of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 11 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the North-South center section line of said Section 10, from which the North $\frac{1}{4}$ corner of said Section 10 bears North 00° 02' 06" West 1997.28 feet; thence South 19° 16' 22" West, along the drain ditch, 530.67 feet to the Northwesterly corner of Deed Volume 353 at page 253, as recorded in the Klamath County Deed Records; thence South 89° 30' 16" East, along the North line of said Deed Volume, 20.44 feet to a $\frac{1}{4}$ inch iron pipe; thence continuing along said line 155.03 feet to the North-South center section line of said Section 10; thence North 00° 02' 06" West 442.91 feet to a 5/8 inch iron pin; thence continuing North 00° 02' 06" West 58.53 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

on 21st day of April A. D. 1978 at 11:26 o'clock A.M., and

duly recorded in Vol. 878, of Mortgages on Page 7826

Wm D. MILNE, County Clerk

By Bernetha V. Getch

Fee \$9.00