

107

48078

SECURITY SAVINGS 222 South 6th Street
MORTGAGE

Vol. ^m 78 Page 9825

THIS MORTGAGE, made this 10th day of May, 1978, by and between

DAVID C. ELLIOTT AND ELOISE J. ELLIOTT, Husband and Wife

SECURITY SAVINGS AND LOAN ASSOCIATION hereinafter called Mortgagee.

WITNESSETH, that, whereas, the Mortgagee has loaned to the Mortgagor the sum of
SEVEN THOUSAND AND NO/100----- DOLLARS, which sum the Mortgagor agrees to
repay to the Mortgagee according to the terms of a promissory note of even date for said sum executed and delivered
by the Mortgagor to the Mortgagee.

NOW, THEREFORE, in consideration of said loan, and for the purpose of securing the payment of said several
sums of money and interest specified in said note, and the faithful performance of all the covenants therein and
herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and
assigns forever, all of the following described real property, situated in the County of

KLAMATH and State of OREGON, to-wit:

(see attached description sheet)

together with any other property which shall be determined to be a part of said real estate (collectively "the
property").

This mortgage is given to secure the payment of the several sums of money and interest specified in said note
hereinbefore mentioned, and the performance of the covenants and conditions therein and herein contained; upon
the full payment of which said sums and the full and complete performance of which said covenants and conditions,
as herein required, this conveyance shall be null and void, otherwise it shall be and remain in full force and effect.

It is expressly provided that time and the exact performance of all the conditions of this mortgage are of the
essence of this contract, and in case default be made in the payment of any of said sums of money when due and
payable, as above provided, then the whole of the principal sum and the interest accrued at the time default is made,
and all other sums which the holder of this mortgage shall have paid or become liable to pay shall, at the option of
such holder thereof, become immediately due and payable without demand or notice, and this mortgage may be
foreclosed at any time thereafter without notice.

And it is also expressly agreed that if any suit is instituted to effect such foreclosure, by reason of any such
default, the party to such suit holding this mortgage may recover therein as attorney's fees such sum as the court
may adjudge reasonable in such suit or action and any appeal therein, together with the costs incurred or paid by
such party for continuation of abstract or title search from the date of this mortgage to the date of instituting such
foreclosure suit, in addition to the costs and disbursements allowed by law, and said attorney's fees and other costs
shall be secured by this mortgage.

IN TESTIMONY WHEREOF, the Mortgagor has signed this mortgage the day and year first above written.

STATE OF OREGON
) ss
County of KLAMATH

David C. Elliott
Eloise J. Elliott
May 11, 1978

Personally appeared the above named DAVID C. AND ELOISE J. ELLIOTT acknowledged
the foregoing instrument to be their voluntary act and deed

BEFORE ME:

Therese Hargreaves
VICKIE J. HARGREAVES
Notary Public for Oregon

Notary Public for Oregon Commission expires 10/21/79
My Commission expires

DESCRIPTION

PARCEL 1

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 39 South, Range 9 East of the Willamette Meridian, and from which stone monument a nail in a tree bears South 33° 53' East a distance of 18.46 feet, the center insulator on a electrical transmission tower bears North 86° 30' West and power pole K 4754 bears North 59° 11' East; thence South 37° 29' 10" East a distance of 206.81 feet to a one-half inch iron pipe set in concrete on the Southerly edge of the Barnhisel entrance road; thence South 47° 31' 00" West 230.92 feet to a one-half inch iron pin; said point being the True Point of Beginning of this description; thence continuing South 47° 31' 00" West 37.00 feet to a one-half inch iron pin; thence North 46° 43' 00" West 75.00 feet; thence North 34° 31' 00" West 45.78 feet; thence North 56° 33' 30" East 147.27 feet to a one-half inch iron pin; thence South 33° 32' 00" East 79.97 feet to a one-half inch iron pin; thence South 47° 31' 00" West 96.82 feet to a one-half inch iron pin; thence South 42° 29' 00" East 18.00 feet to the True Point of Beginning.

SUBJECT TO a 6 foot wide easement connecting tennis court and swimming pool areas for the exclusive use of owners of common ground and their guests situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 37° 29' 10" East a distance of 206.81 feet; thence South 47° 31' 00" West 267.92 feet; thence North 46° 43' 00" West 75.00 feet; said point being the True Point of Beginning of this description, said easement to be six feet in width and on the right side of the following described line; thence North 34° 31' 00" West 45.78 feet; thence North 56° 33' 30" East 147.27 feet.

PARCEL 2

An undivided one-third interest in an existing private road right of way situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian, thence South 37° 29' 10" East a distance of 206.81 feet, said point being the True Point of Beginning of this description; thence South 47° 31' West 230.92 feet; thence North 42° 29' West 18.00 feet; thence North 47° 31' East 235.25 feet; thence North 69° 39' East 52.37 feet; thence South 52° 00' East along said line 28.00 feet; thence South 74° 34' West 64.53 feet to the True Point of Beginning.

(continued)

DESCRIPTION
(continued)

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PARCEL 2 (continued)

SUBJECT TO: The provisions contained in that certain agreement, dated June 18, 1974, between Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, and Harry D. Boivin and Vivian M. Boivin, husband and wife, that said private road right of way shall be appurtenant to the real property then owned by said Howard Barnhisel and Maybelle E. Barnhisel, which said real property is more particularly described as Parcel 1 and Parcel 2 in Deed from Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, to the California Oregon Power Company, dated May 16, 1947, and recorded May 22, 1947 in Deed Volume 206, page 429, Records of Klamath County, Oregon, and that the cost of maintenance of said driveway shall be shared equally between the owners of the property adjacent to said driveway and that the use of said driveway shall not be impaired by any of the parties, their heirs and assigns, and that no portion of said driveway shall be used for the parking of trailers, boats or recreational vehicles of any kind.

PARCEL 3

An undivided one-third interest in and to the two tracts of common ground more particularly described as follows:

The Swimming Pool Tract described as follows:

A tract of land situated in the SW $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 52° 00' 00" East along the Northerly line of the Barnhisel property 19.00 feet; thence South 50° 08' 40" West 28.79 feet; thence South 26° 26' 30" East 30.84 feet, thence South 37° 51' 20" East 42.04 feet; said point being the True Point of Beginning of this description; thence continuing South 37° 51' 20" East 72.83 feet; thence South 06° 16' 20" East 32.80 feet; on the Northwesterly line of that easement recorded in Deed Volume 206, page 429, and Deed Volume 328, page 538, as recorded in the Klamath County Deed Records; thence South 47° 31' 00" West along said easement line 89.33 feet; thence North 33° 32' 00" West 79.97 feet; thence North 56° 33' 30" East 60.78 feet; thence North 37° 51' 20" West 32.92 feet; thence North 52° 08' 40" East 39.60 feet to the True Point of Beginning.

The Tennis Court Tract described as follows:

A tract of land situated in the SW $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 37° 29' 10" East a distance of 206.81 feet; to a one-half inch iron pipe set in concrete on the Southerly edge of the Barnhisel entrance road; thence South 47° 31' 00" West 267.92 feet; thence North 46° 43' 00" West 75.00 feet; thence North 34° 31' 00" West 45.78 feet to a one-half inch iron pin; said point being the True Point of Beginning of this description; thence continuing North 34° 31' 00" West 180.33 feet; thence North 56° 02' 30" East 67.01 feet; thence South 33° 59' 09"

(continued)

DESCRIPTION

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PARCEL 3 (continued)

East 180.91 feet; thence South 56° 33' 30" West 65.34 feet to the True Point of Beginning.

SUBJECT TO: A perpetual non-exclusive easement to be forever appurtenant to and for the benefit of Grantors' said adjoining premises, as the same now are or may hereafter be subdivided, in the existing spring, lily pond and swimming pool drain pipe which runs across Parcels 2 and 3.

SUBJECT TO: A perpetual easement for a sewer line across the Tennis Court Tract of Parcel 3 from Grantors' remaining premises to the City of Klamath Falls sewer line which runs along the East Bank of Link River to provide sewage service for and to be forever appurtenant to the Grantors' said remaining premises as the same now are or may hereafter be subdivided, together with right of ingress and egress to said sewer line for the purpose of maintaining, repairing and replacing the same as needed. The description of said sewer line being a four foot strip with the center line being described as follows:

Beginning at a point on the Northeasterly boundary of Tennis Court Tract (Parcel 3) which is South 33° 59' 09" East 34.00 feet from the most Northerly corner of said Tennis Court Tract; thence Southwesterly to a point on the Southwesterly boundary of Tennis Court Tract which is South 34° 31' West 31.8 feet from the most Westerly corner of said Tennis Court Tract.

NOTE: THE FOLLOWING EASEMENT appurtenant to the herein on which insurance is not furnished.

TOGETHER WITH: A perpetual, non-exclusive easement to and right to use the existing irrigation system to irrigate said Parcels 1 and 3, but reserving unto the Grantors and other adjacent Landowners, whose premises are also irrigated by said existing irrigation system, a like perpetual easement and right to use said existing irrigation system to irrigate their said lands, and the Vendees, their heirs, grantees and assigns covenant and agree to pay their pro-rata share of the cost of maintaining, repairing and replacing said irrigation system as needed.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Security Savings & Loan
this 12th day of May 1978 at 10:31 o'clock M., and
 duly recorded in Vol. M78, of Mortgages on Page

Wm D. MILNE, County Clerk

By Bernetha H. Delich

Return
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Fee \$12.00