FORM No. 105A—MORTGAGE—One Page Long Form.	<u>3 8 - 19700 - #7591</u> Vol. mid Page <b>11611</b>
THIS MORTGAGE, Made this 31 CLIFFORD B. CHALENOR and AVELINA C	Aday of May , 19 78 , HALENOR, husband and wife
o MARGUERITTE WILSON	Mortgagor,
WITNESSETH, That said mortgagor, in co	Mortgagee, nsideration ofFIVE THOUSAND FIVE HUNDRED AND

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

The NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 24, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon

## SUBJECT TO the following EXCEPTIONS:

· · ·

0

Part of this property is within the boundaries of the Spring Creek Irrigation Unit established by Klamath Indian Agency and is apparently now operated by the water users. It is therefore, subject to such uses and obligations as have been established by such users.

RESERVATIONS for State Highway, existing easements for public roads, and highways, public utilities and for railroads, pipelines and any other easements or rights of way of record, including the terms and provisions thereof, contained in deeds dated July 18, 1958, recorded July 23, 1958, in Volume 301, at page 246; dated September 10, 1958, recorded September 10, 1958, in Deed Volume 303, at page 303, Records of Klamath County, Oregon.

RESERVATIONS, including the terms and provisions thereof, in all mine and mineral rights as set forth in instrument dated August 2, 1960, recorded November 10, 1964, in Deed Volume 356 at page 397. (SE  $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 13; Government Lots 1, 2, 7, 8, 9, 10, 15 and 16, and the E  $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 23; All of Sections 24 and 25; the  $\frac{1}{2}$  NE $\frac{1}{4}$  and NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 26;  $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 36, Township 36 South, Range 12 East of the Willamette Meridian; also S $\frac{1}{2}$  SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 18 and W  $\frac{1}{2}$  of Section 19, Township 36 South, Range 13 East of theWillamette Meridian.)

LEASE, including the terms and provisions thereof, dated June 4, 1973, recorded September 6, 1973, in M-73 at page 12004, Microfilm Records, between Clifford J. Emmich and Dowdle Oil Corporation. (Affects Lots 27 and 30 in Section 13; Lot 3, Except North 660 feet of West 660 feet, Lots 1, 2, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 30, 31, and 32 of Section 23, All of Section 24; All of Section 25; NE $\frac{1}{4}$ , NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 26, Township 36 South, Range 12 East of the Willamette Meridian; and S $\frac{1}{2}$  SW $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 18, W  $\frac{1}{2}$  of Section 19, Township 36 South, Range 13 East of the Willamette Meridian.)

As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

FURTHER SUBJECT TO any and all easements and rights of way of record.

tess 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 tess 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/ Clifford B. Chalenor

## /s/ Avelina Chalenor

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 larever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereol; that while any part of said mote remains unpaid he will pay all taxes, assessments and other charges of every able and before the same may become definquent; 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 danage by lice and such other note able and before the mortgage may from time to time require, in an amount not less than the original principal sum of the note or buildings as the mortgage may from time to time require, in an amount not less than the original principal sum of the note or gagee and then to the mortgage, in a company or companies acceptable to the mortgage, with loss payable first to the mortgage as soon as insured. Now if the mortgagor shall tail for any reason to procure any such insurance shall be delivered to the mortgage the mortgage may procure the same at mortgagor's expense; that he will keep the buildings in good repair and will not commit or suffer any waste of said premises. At the request of the mortgage, the mortfager, the mortfage in good repair and will not commit or suffer any waste of said premises. At the request of the mortgage, the mortfage in food repair and will pay for filing the same if same insurance public office or offices, as well as the cost of all lien factory to the mortgage, 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 tiling officers or searching agencies as may be deemed desirable by the mortgagee.

Edited ( Shirida, 10 the set, 44) correction, and address of the

be levied for the sumber of rear in such the such that to  $\frac{1}{100} = \frac{1}{100} = \frac{1}$ 

As differ fotus nu the state of and the tables for the solution of the solutio

Statistica a

 $\frac{\partial (\nabla (\mathbf{x}, \mathbf{y})) - \partial (\mathbf{x}, \mathbf{y}, \mathbf{y})}{\partial (\nabla (\mathbf{x}, \mathbf{y})) - \partial (\nabla (\mathbf{x}, \mathbf{y}))} = \frac{\partial (\nabla (\mathbf{x}, \mathbf{y}))}{\partial (\nabla (\mathbf{x}, \mathbf{y})} = \frac{\partial (\nabla (\mathbf{x}, \mathbf{y})}{\partial (\nabla (\mathbf{x}, \mathbf{y})})$ 

Eliteral ship to the second state of the se

 $\| v_{i}^{T}(t_{i}) \|^{2} \leq \| v_{i}^{T}(t_{i}) \|^{2} \leq \| (1+\varepsilon)^{2} \| v_{i}(t_{i}) \|^{2} \leq \| v_{i}(t_{i}) \|^{2} \leq$ 

E¥)

~

Section of the sector of the sector of the

[24] A. S. A. S

: 1

11612

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

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:

#7591 \$ 5,500.00 I (or if more than one maker) we, jointly and severally, promise to pay to the order of , 19.78 MARGUERITTE WILSON FIVE THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - - DOLLARS, with interest thereon at the rate of 10 per cent. per annum from May 31, 1978 until paid. principal and interest payable in monthly installments of not less than \$ 72.69 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 1st July , 1978 , and a like payment on the 1st day of each month thereafter until May 31 , 19.83 , when the whole unpaid balance hereol, it any, shall become due and payable; it 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 attenue's summaries and attent to pay the attenue's attenue's summaries and attent to pay the attenue's attenue's summaries attention. 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 i asonable attorney's fees and collection costs of the holder hereol, 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 , ay be fixed by the appellate court, as the holder's reasonable attorney's free in the appellate court. by the appellate court, as the holder's reasonable attorney's fees in the appellate court. /s/ Clifford B. Chalenor

/s/ Avelina Chalenor

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:

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in tee simple of said premises and has a valid, unencumbered title thereto.

and will warrant and lorever 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 able 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 or damage by lice and such other bazards as the mortgage, may their to time require, in an amount not less than the original principal such other obligation secured by this mortgage, in a company or companies acceptable to the nurtgage, with loss payable lies to the mort gagee as soon as insured. Now if the mortgager shall fail for any reason to procure any such insures what he delivered to the mort to the mortgage at least fitteen the mortgager shall fail for any reason to procure any such insures what insures and be delivered to the mort to the mortgage at least fitteen the mortgager shall fail for any reason to procure any such insurements will be delivered to the mort

6° 999 Deputy. PITIE Stayton, OR, 97383 ШM. lo less bue buent vm seal of County affixed. P. O. Box 515 INVESTORS MORTGAGE CO. Record of Mortgages of said County. AFTER RECORDING RETURN TO 98767 Jaquinu Jaar 40286 зsn s.азоворзы se io II9II aged uo 82W yooq ui FOR WARGUERITTE WILSON at 3:56 o'clock P M, and recorded SPACE RESERVED Slat day of thay שניון ואשא ופכפואפק וסו ופכסוק סט וייי 01 I certify that the within instru-AVELINA CHALENOR CLIFFORD B. CHALENOR and County of Klamath STEVINGSINESS LAW PUB. CO., PORTLAND, ORK '55 (FORM No. 105A) STATE OF OREGON MORTGAGE My Commission expires 22-16-81 Notary Public for Oregon. my official seal the day and year last above written. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed known to me to be the identical individual S described in and who executed the within instrument and BE IT REMEMBERED, That on this 31st day of May May May within beiore me, the undersigned, a notary public in and for said county and state, personally appeared the within named Chalenor Clifford B. Chalenor and Avelina Chalenor BE IT REMEMBERED, That on this Klamath to vinues of STATE OF OREGON, simporrant NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not op-plicable; it warranty (a) is used ond if the mortgages is a caller, at such word is utilities of in the Trunk-in-Lending Act and Regulation X, the mortgages Marcanty with the Act and Segulation by maching required disclosures; for this perpose instrument is to be a FIRST limit of finance. The purchase of a dwelling, use Streens-Vess from No. 1305 or equivalent; if this instrument is NOT to be a first, use Streens-Vess from No. 1305 or equivalent; if this instrument is NOT to be a first, use Streens-Vess from No. 1305 or equivalent; if this instrument is NOT to be a first, use Streens-Vess from No. 1305 or equivalent; if this instrument is NOT to be a first, use Streens-Vess from No. 1305 or equivalent; IN WITNESS WHEREOF, said morthagor has hereunto set his hand the day and year tirst above WILLED. The the strain  $\mathcal{O}_{1,2}$  is the strain  $\mathcal{O}_{1,2}$  is the strain  $\mathcal{O}_{2,2}$  is the strain  $\mathcal{O}$ The monthakor warrants that the proceeds of the loan represented by the above described note and this monthake are: (a)\* primarily for montkagor's personal, lamily, household or agricultural purposes (see Important Notice below), (b) for an organization or (even if morthagor is a natural person) are for business or commercial purposes other than agricultural purposes. 1