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THIS MORTGAGE, Made this 31st day of May, 1978,  
by CLIFFORD B. CHALENOR and AVELINA CHALENOR, husband and wife  
to MARGUERITTE WILSON Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FIVE THOUSAND FIVE 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 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:

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 E $\frac{1}{2}$  NE $\frac{1}{4}$  and NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 26; E $\frac{1}{2}$  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 the Willamette 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.

less 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/ 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: May 31, 1983

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 or 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.



