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On June 14, 1979, before me

to me know who be the person(s) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same at (his) (her) (their) free act and deed.

[Signature]

Notary Public
My commission expires Oct. 30, 1980

County of _____
personally appeared _____

before m

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/it executed the same as (his) (her) (their) free act and deed.

Notary Public
My commission expires

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Corp.
 on the 19th day of June A.D. 1979 at 10 o'clock A.M. at
1979 of MORTGAGES on Page 4353
 Recorded in Vol. W-D. Milne County Clk.

W. D. MILNE, County Clerk
Bumche Hitch
913

PAGE FOR OREGON
CEYS, TOPHAM and VIRGINIA A. TOPHAM
County Oregon whose post office is **97639**
9.0% **January 1, 1994**
KLAMATH
PARCEL 1: Government
of Section 13, the NE½; E½NW½; N½
24, the NE½ of Section 25, all in
Willamette Meridian; Government
36 South, Range 12 East of the
Klamath, State of Oregon, EXCEPTING
lying within the Chief Schonchin
ion 24, Township 36 South, Range
Government Lots 3 and 4 of Section
the Willamette Meridian in the
PARCEL 3: The NE½NE½ Section 23,
Willamette Meridian, in the
½NW½NW½ Section 24, Township 36
Meridian, in the County of Klamath
FmHA 427-1 OR (Rev. 9-20-76)

Oregon 97639

America, acting through the Farmers Home Administration,
 Government," as evidenced by one or more promissory note(s)
 executed by Borrower, is payable to the order of the
 at the option of the Government upon any default by
 the United States, such as to insure, and to pay, the
 Annual Rate of 10.00% Due Date of Final
 of Interest and 16.00% for Installments due

9.0% January 1, 1994

[illegible]

County (ies) of **KLAMATH**

PARCEL 1: Government of Section 13, the NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ 24, the NE $\frac{1}{4}$ of Section 25, all in Willamette Meridian; Government 36 South, Range 12 East of the Klamath, State of Oregon, EXCEPTING lying within the Chief Schonchin Section 24, Township 36 South, Range Government Lots 3 and 4 of Section the Willamette Meridian in the

PARCEL 3: The NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 23, Willamette Meridian, in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 24, Township 36 Meridian, in the County of Klamath

THE

14358

ple. 2500000 I' 1000000

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple, administrators, successors and assigns, **WARRANTS THE TITLE** to the property free from all encumbrances, easements,

...on conveyances specified hereinafter, and covenants, conditions and warranties herein contained, to the Government hereby secured and to indemnify and save harmless the Government from and against all claims, damages, costs and expenses which may be incurred by the Government by reason of any default by Borrower. At

and other charges as may now or hereafter be required by regulations of

to make additional monthly payments of \$1.12 or more on the mortgaged premises.

(4) Whether or not the note is insured by the Government, as well as any costs and expenses for the purchase of the note, shall be paid by Borrower and not paid by him when due. All such advances shall bear interest at the rate of _____ per annum.

the rate borne by the note, which has the highest interest rate.

By Borrower to the Government shall have Borrower from each of its Government, any payment made by Borrower in the form of a loan or advance from the Government shall be applied to the payment of the principal of the loan or advance. In any order the Government determines.

(6) To use the same evidenced by the not solely for purpose authorized by the Government and assessments lawfully attaching to or assessed again stock pertaining to

real property described above, and promptly deliver to me a copy of the same.

demante receipts and

under insurance policies approved by, delivered to, and retained

ke repairs required by the Government, operate the property in a conservation practices and farm and home management plans as to abandon the property, or cause or permit waste, lessening or the written consent of the Government, cut, remove, or lease any may be necessary for ordinary domestic purposes.

ons affecting the property.

es reasonably necessary or incidental to the protection of the lien compliance with the provisions hereof and of the note and any (b), including but not limited to costs of evidence of title to and other instruments, attorneys' fees, trustees' fees, court costs, and

interest therein shall be assigned, sold, transferred, or encumbered, the Government. The Government shall have the sole and exclusive to the power to grant consents, partial releases, subordinations, title or interest in or to the lien or any benefits hereof.

ents may inspect the property to ascertain whether the covenants agreement are being performed.

ity of and renew and reauthorize the debt evidenced by the note cease from liability to the Government any party so liable thereon, then hereof, and waive any other rights hereunder, without affectment of Borrower or any other party for payment of the note or

that Borrower may be able to obtain a loan from a production ble cooperative or private credit source, at reasonable rates and Borrower will, upon the Government's request, apply for and accept indebtedness secured hereby and to pay for any stock necessary tion with such loan.

any other real estate or crop or chattel security instrument held or Borrower, and default under any such other security instrument

or discharge of any obligation in this instrument or secured by this Borrower die or be declared an incompetent, a bankrupt, or an ors, the Government, at its option, with or without notice, may any indebtedness to the Government hereby secured immediately pay reasonable expenses for repair or maintenance of and take obligation by it and production of this instrument, without other have a receiver appointed for the property, with the usual powers s provided herein or by law, and (e) enforce any and all other ure law.

in the following order to the payment of: (a) costs and expenses eot, (b) any prior liens required by law or a competent court to indebtedness to the Government secured hereby, (d) inferior liens o paid, (e) at the Government's option, any other indebtedness d (f) any balance to Borrower. At foreclosure or other sale of ents may bid and purchase as a stranger and may pay the Govern- mount on any debts of Borrower owing to or insured by the

be bound by any present or future laws, (a) providing for valuation, prohibiting maintenance of an action for a deficiency judgment or such action may be brought, (c) prescribing any other statute of ssion following any foreclosure sale, or (e) limiting the conditions ing the interest rate it may charge, as a condition of approving a ously waives the benefit of any such State law. Borrower hereby uminate of descent, dower, and curtesy.

it is given shall be used to finance the purchase, construction or ing therein called "the dwelling") and if Borrower intends to sell on consent to do so (a) neither Borrower nor anyone authorized to act onate for the sale or rental of the dwelling or will otherwise make race color, religion, sex, or national origin, and (b) Borrower may, with or without attempt to enforce any restrictive covenants on the e of the property. Borrower agrees to pay all its current eulations of the Federal Home Administration, and to its future

14320

ent to Farmers Home Administration,
se of Borrower to him at the address
will be the same as the post office
circumstances is held invalid, such
be given effect without the invalid
able:

1918
1919

1918
1919

[Signature]
TOPHAM

personally appeared the above
band and wife

and deed. Before me
[Signature]
Notary Public

for record on the 19th day of
duly recorded in Vol 179
LINE, County Clerk
[Signature] Deputy

and Dennis M. Achten and Anne S. Achten, husband and wife, hereinafter called the seller,

DMA
PMT
property
E.A.S.A.

9125

1. The following information is required for the purpose of the investigation:

County of _____

I certify that the within instrument was received for record on the _____ day of _____ 19____

at _____ o'clock _____ M. and recorded in book _____ on page _____ of _____ file no. number _____

Record of Deeds of said county.

Witness my hand and seal of _____ County, California.

By _____
Recording Officer
Deputy

7, 1963, wherein
and wife "A" are Sellers,
Exhibit "A" and

14363
18508

COUNTY OF OREGON, COUNTY OF KLAMATH, AS
 the record and trust of MOUNTAIN VIEW CO.
 this instrument was November 14 1903
 duly recorded in Vol. 76, of RECORDS at 10 o'clock P.M. and
 File # 9-00

[illegible]

STATE OF OREGON COUNTY OF CLATSOP
 I hereby certify that the within entitled return was received and filed for record on the 19th day of
April, 1924 at 12:36 o'clock P.M. and duly recorded in Vol. 179
 on page 12361
 FEE \$2.00
 W.M. DE MILNE, County Clerk
 By James H. Smith Deputy

Richard L. Young and Donna D.

to grantor paid by

, hereinafter called
said grantee and grantee's heirs, successors and
and appurtenances thereunto belonging or ap-
of Oregon, described as follows, to-wit:

FIRST ADDITION, in the

and utility assessments of

s, if any, based on race,
shown on the recorded plat
tion.

ON REVERSE SIDE

tee's heirs, successors and assigns forever.
and grantee's heirs, successors and assigns, that
free from all encumbrances *except those*
mel, if any

and that
part and parcel thereof against the lawful claims
the above described encumbrances.

in terms of dollars, is \$ 12,950.00

property or value given or promised which is

it not applicable, should be deleted. See ORS 93.036.)

ular includes the plural and all grammatical
corporations and to individuals.

15 day of June, 1979;

ted by its officers, duly authorized thereto by

Richard L. Young

Donna D. Young

County of

) ss.

19

ared and

who, being duly sworn,
not one for the other, did say that the former is the
president and that the latter is the
secretary of

a corporation;
ed to the foregoing instrument is the corporate seal
that said instrument was signed and sealed in be-
by authority of its board of directors, and each of
d instrument to be its voluntary act and deed.

(OFFICIAL
SEAL)

on

STATE OF OREGON,

County of Klamath

} ss.

I certify that the within instru-
ment was received for record on the
19 day of June, 1979,
at 10:41 o'clock A.M., and recorded
in book 179 on page 14364 or as
file/real number 69202

Record of Deeds of said county.

Witness my hand and seal of
County affixed.

Ph. D. Milne

Recording Officer

By *Bernice H. Hetch* Deputy

Fee \$3.00

F MORTGAGE

with First Federal Savings and Loan Association, a
and by virtue of the laws of the United States of
owner and holder of the Mortgage and the obligation
that a certain Mortgage, bearing the date
executed by WHITTLE ENTERPRISES, INC.,
therein, to Klamath First Federal Savings and Loan
office of the County Clerk of the County of
gages on Page 24969 on the 6th day

and discharged

and Loan Association mortgagee, has caused its
e hereto subscribed by the hands of its President
79 at Klamath Falls, Oregon.

FEDERAL SAVINGS AND LOAN ASSOCIATION

Mollison
President

D. Boach
Secretary

before me appeared Van S. Mollison and James
did say that he, the said Van S. Mollison is the
y of Klamath First Federal Savings and Loan
fixed to said instrument is the corporate seal of
sealed in behalf of said corporation by authority
acknowledged said instrument to be the free

HEREOF. I have hereunto set my hand and
seal the day and year last above written.

Quene

Oregon
5-14-80

on the 19th day of June, 1979
on page 14365, Record of Mortgages for

County Clerk Recorder

Shellock
Deputy

Mr. and Mrs. MARILYNNE J. JACKSON
Mortgagor,
Incorporation

Twenty Nine Thousand and
no paid by said mortgagee, does hereby
administrators and assigns, that cer-
of Oregon, bounded and described as
Section 3, Township 35
in the county

and appurtenances thereunto belonging
or appertain, and the rents, issues and
the time of the execution of this mortgage
appurtenances unto the said mortgagee, his
a promissory note, of which the

June 6, 1979
signed promise to pay to the order
of, at Stayton, Oregon,
DOLLARS
percent per annum from date (June 12, 1979)
payments of not less than \$ 287.59
12th day of July, 1979
th hereafter until the whole sum of
so paid, the whole sum of principal
collectible at the option of the holder
ends of an attorney for collection,
reasonable collection costs of the
hereon, also promises to pay (1)
by the trial court and (2) if any
court, such further sum as may be
reasonable attorney's fees in the
Marilynne J. Jackson

date on which the last scheduled principal payment be-
recitors, administrators and assigns, that he is lawfully
will pay said note, principal and interest, according to
pay all taxes, assessments and other charges of every
for the note above described, when due and pay
pay and satisfy any and all liens or encumbrances that
as lien of this mortgage; that he will keep the buildings
sly insured against loss or damage by fire and such other
not less than the original principal sum of the note or
to the mortgagee, with loss payable first to the mort-
all policies of insurance shall be delivered to the mort-
procure any such insurance and to deliver said policies
of insurance now or hereafter placed on said buildings.
keep the buildings and improvements on said premises
At the request of the mortgagee, the mortgagor shall
submit to the Uniform Commercial Code, in form satis-
public office or offices, as well as the cost of all lien
feasible by the mortgagee.

ly to and bind the heirs, executors, administrators and assigns of the mortgagor, and may, upon motion of the mortgagee, appoint a receiver of such foreclosure, and apply the same, to the payment of the amount due under this mortgage. If there may be more than one person; that if the word be in the plural, the masculine, the feminine and the neuter, the provisions hereof apply equally to

Wm. H. Jackson Sr
Madeline J. Jackson

Gene F. Addington
Notary Public for Oregon
Commission expires *3-22-81*

By Shirley A. Smith Deputy

Price \$6.00

14353

STATE OF OREGON, COUNTY OF KLAMATH.

Filed for record at request of Transamerica Title Co.

This 15th day of June A.D. 1979 at 10 o'clock AM, and

duly Recorded in Vol. 1475 of INDEXES on Page 14366

W. D. MILNE, County Clerk

W. D. Milne

Notary Public

Day of June 19 79

and Wife Mortgagee

and and Wife Mortgagee

THIRTY SEVEN THOUSAND AND

to him paid by said mortgagee, does hereby
executors, administrators and assigns, that cer-
State of Oregon, bounded and described as

County of Klamath, State of

STATE OF OREGON

IS BEING RECORDED, SECOND AND
PACIFIC WEST MORTGAGE COMPANY,

to show a copy of the Note.

ments and appurtenances thereunto belonging
elong or appertain, and the rents, issues and
at the time of the execution of this mortgage

appurtenances unto the said mortgagee, his

one promissory note, of which the

IVYHON K. J. VAN

June 11 19 79

to pay to the order of JOHN M. BREHM

Falls, Oregon; or as directed

12, 1979 DOLLARS

until paid, payable in

monthly and

made on the 7th day of July

thereafter, until the whole sum, principal and

interest to become immediately due and collectible at the

the collection of two promise and agree to pay holder

and hereon, however, if a suit or an action is filed, the

which the suit or action, including any appeal thereon

on which the last scheduled principal payment be-

except to a first Mortgage

set out hereinabove

pay said note, principal and interest, according to

pay all taxes, assessments and other charges of every

and satisfy any and all lien or encumbrances that

on of this mortgage, that he will keep the buildings

insured against loss or damage by fire and such other

less than the original principal sum of the note or

the mortgagee, with loss payable first to the mort-

olicies of insurance shall be delivered to the mort-

procure any such insurance and to deliver said policies

insurance now or hereafter placed on said buildings,

the buildings and improvements on said premises

the request of the mortgagee, the mortgagee shall

to the Uniform Commercial Code, in form satis-

office of policies, as well as the cost of all lien

able by the mortgagee.

11330 13822

by the above described note, and this mortgage are
agricultural purposes (see Important Notice below).
are for business or commercial purposes other than
the purpose of the above described note, and this mortgage are
enants herein contained and shall pay said note according
in full force as a mortgage to secure the performance of
a failure to perform any covenant herein, or if a pro-
any part thereof, the mortgagee shall have the option to
at once due and payable, and this mortgage may be fore-
any taxes or charges or any lien, encumbrance or insurance
and any payment so made shall be added to and become
the same rate as said note without waiver, however, of
may be foreclosed for principal, interest and all sums
any sums so paid by the mortgagee. In the event of any
agrees to pay all reasonable costs incurred by the mort-
ents and such further sum as the trial court may adjudge
appeal is taken from any judgment or decree entered
court shall adjudge reasonable as plaintiff's attorney's fees
included in the decree of foreclosure.
shall apply to and bind the heirs, executors, administrators
the Court, may upon motion of the mortgagee, appoint a
ing the pendency of such foreclosure, and apply the same,
to the payment of the amount due under this mortgage.
mortgagee may be more than one person, that if the
under the plural, the masculine, the feminine and the neuter,
implied to make the provisions hereof apply equally to

to set his hand the day and year first above


ROBERT G. NAU


SHARON K. NAU

to appear before me, the undersigned, Notary Public for Oregon,
and personally appeared the within
and who executed the within instrument and
freely and voluntarily.
I, ELOF, I have hereunto set my hand and affixed
my seal the day and year last above written.

day of June, 1979

and who executed the within instrument and
freely and voluntarily.

I, ELOF, I have hereunto set my hand and affixed
my seal the day and year last above written.


Arlene P. Addington
Notary Public for Oregon
My commission expires 3-22-81

STATE OF OREGON } ss.
County of Klamath }
I certify that the within instru-
ment was received for record on the
12th day of June, 1979
at 3:50 o'clock P.M. and recorded
in book 179 on page 19855 or as
file/reel number 68898
Record of Mortgages of said County.
Witness my hand and seal of
County affixed
Mr. D. Milne Title
By  Deputy.
Fee \$6.00
17320

STATE OF OREGON - COUNTY OF CLATSOP
Circuit Court and District Court
and District Court
and District Court

Wm. H. Milne & Co.
A.D. 1913 at 10 o'clock A.M. on

on Page 1369
W.D. MILNE, County Clerk
W.D. Milne