

K-3/66 M
Vol. 79

15284



TC

69751

25th

day of

June

19 79

THIS MORTGAGE, Made this 25th day of June, 1979,
by LAURENCE M. WILSON AND PATRICIA A. WILSON, Husband and wife, Mortgagee,
to JOHN B. ANDERSON, A Married Man, as his sole and separate property, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FIVE HUNDRED THOUSAND
AND NO/100----- (\$500,000.00)-----Dollars, to him paid by said mortgagee, does hereby
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
tain real property situated in Klamath County, State of Oregon, bounded and described as
follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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:

SEE EXHIBIT "B" ATTACHED HERETO

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-
comes due, to-wit: December 1, 1986

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 pay-
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 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 mort-
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
gagee 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 premises
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 satis-
factory 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.

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The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 (a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Laurence M. Wilson
 Laurence M. Wilson

Patricia A. Wilson
 Patricia A. Wilson

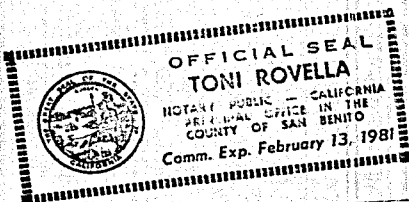
*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

STATE OF ~~OREGON~~ CALIFORNIA } ss.
 County of San Benito

BE IT REMEMBERED, That on this 26th day of June, 1979., before me, the undersigned, a notary public in and for said county and state, personally appeared the within named LAURENCE M. WILSON AND PATRICIA A. WILSON,

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that THEY executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Toni Rovella
 Notary Public for ~~OREGON~~ CALIFORNIA
 My Commission expires 2/13/81

MORTGAGE

(FORM No. 105A)

STEVENS NESS LAW PUB. CO. PORTLAND, ORE

TO

AFTER RECORDING RETURN TO

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON } ss.

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 or as file/reel number Record of Mortgages of said County. Witness my hand and seal of County affixed.

By

Deputy.

EXHIBIT "A"

PARCEL 1

IN TOWNSHIP 41 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN

15286

IN SECTION 1: The W $\frac{1}{2}$

IN SECTION 2: All

IN SECTION 3:

All; EXCEPTING from Lot 1 that portion lying Westerly of the Central Pacific Railroad right of way, ALSO EXCEPTING Lot 4 heretofore conveyed to Klamath Drainage District by Deed Volume 233 page 550, records of Klamath County, Oregon.

IN SECTION 4:

The N $\frac{1}{2}$ NE $\frac{1}{2}$, the SE $\frac{1}{2}$ NE $\frac{1}{2}$, and Lot 1; That portion of the N $\frac{1}{2}$ of Section 4; Township 41 South, Range 8 E.W.M., included within the land of the Southern Pacific Company described in deed dated May 10, 1907, from F. H. Downing, et al to California Northeastern Railway Company, Railway Company, recorded June 7, 1907, in Deed Book 22 page 549 and in Deed dated December 19, 1907 from D. E. Gordon, et ux to California Northeastern Railway Company, recorded January 30, 1908, in Deed Book 23 page 497, as conveyed to Tulana Farms by Deed Volume M66 page 5794, records of Klamath County, Oregon.

IN SECTION 6: The NE $\frac{1}{2}$ SE $\frac{1}{2}$

IN SECTION 10: The NE $\frac{1}{2}$ NE $\frac{1}{2}$

IN SECTION 11: All, EXCEPT the SW $\frac{1}{2}$ SW $\frac{1}{2}$

IN SECTION 12: The W $\frac{1}{2}$

IN SECTION 13: The N $\frac{1}{2}$ NW $\frac{1}{2}$ and Lots 3 and 4

IN SECTION 14:

The N $\frac{1}{2}$ NE $\frac{1}{2}$, the NE $\frac{1}{2}$ NW $\frac{1}{2}$, and Lots 1, 2 and 3

ALSO Lots 8 thru 16 in Block 45, Townsite Worden

IN TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN

15287

IN SECTIONS 23 & 24:

All those portions of Sections 23 and 24 lying Easterly of Highway No. 97 and Southerly of the centerline of Klamath Straits as presently located and constructed. (See Exception)

IN SECTION 25: All EXCEPT the SE $\frac{1}{4}$ NW $\frac{1}{4}$

IN SECTION 26: All East of the Railroad. (See Exception)

IN SECTION 27:

That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying East of the Easterly right of way line of the Klamath Falls-Dorris State Highway.

IN SECTION 33:

W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$; ALSO That portion of the SW $\frac{1}{4}$ of Section 33 Township 40 South, Range 8 East of the Willamette Base and Meridian, included within the land of the Southern Pacific Company described in Deed dated August 31, 1908, from H. F. Chapman, et al to California Northeastern Railway Company, recorded January 1, 1909, in Deed Book 25 page 399, and in Deed dated August 30, 1907 from H. F. Chapman, et al to California Northeastern Railway Company, recorded October 3, 1907, in Deed Book 23 page 205, as conveyed to Tulana Farms in Deed Volume M66 page 5795, records of Klamath County, Oregon.

IN SECTION 34:

Lot 5, LESS the West 400 feet thereof. ALSO Lots 6, 7, 8, 9, 10, 11, 12, 13 and 14.

IN SECTION 35: All

IN SECTION 36: All

IN TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN

IN SECTION 19:

That portion of Section 19, lying Southerly and Westerly of the Klamath Straits as presently located and constructed.

IN SECTION 30:

The W $\frac{1}{2}$ and the W $\frac{1}{2}$ NE $\frac{1}{2}$ West of Klamath Straits.

IN SECTION 31: The W $\frac{1}{2}$ and the SE $\frac{1}{4}$

SAVING AND EXCEPTING THE FOLLOWING DESCRIBED PARCELS

15288

A piece or parcel of land lying in a strip 100.0 feet in width immediately adjacent on the Southeasterly side of the original canal right of way of the Klamath Drainage District over and across the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the Fractional NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 40 South Range 8 East of the Willamette Meridian, containing 5.98 acres, more or less, and more particularly described as follows: Beginning at the point in the line marking the Northerly boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 40 South, Range 8 East of the Willamette Meridian, where a line parallel with and 310.0 feet distant at right angles Southeasterly from the center line of the Southern Pacific Railroad as the same is now located and constructed intersects the same and from which point the Section corner common to Sections 22, 23, 26 and 27 Township 40 South, Range 8 East of the Willamette Meridian, bears South 54°37' West, 2308.1 feet distant and running thence South 16°57 $\frac{1}{2}$ ' West along a line parallel with and 310.0 feet distant at right angles Southeasterly from the said center line of the Southern Pacific Railroad and which said parallel line is the Southeasterly boundary of the right of way of the Klamath Drainage District's South Canal, 2593.5 feet, more or less, to a point in the Northerly boundary of the right of way of the said South Canal of the Klamath Drainage District, which is a line parallel with and 100.0 feet distant at right angles Northeasterly from the center line of the said canal as the same is now located and running, thence South 75°34 $\frac{1}{2}$ ' East along last mentioned boundary line 100.1 feet, more or less, to its intersection with a line which is parallel with and 410.0 feet distant at right angles Southeasterly from the said centerline of the Southern Pacific Railroad, and running thence North 16°57 $\frac{1}{2}$ ' East, to its intersection with the Northerly boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 23, Township 40 South, Range 8 East of the Willamette Meridian; thence South 89°48 $\frac{1}{2}$ ' West, along last mentioned boundary line, 104.7 feet, more or less, to the said point of beginning.

A piece or parcel of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$; the S $\frac{1}{2}$ NW $\frac{1}{4}$; and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 26; and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27; all in Township 40 South, Range 8 East of the Willamette Meridian, containing 79.7 acres, more or less, situate in Klamath County, Oregon, and more particularly described as follows: Beginning at the point of intersection of the Easterly boundary of the right of way of the Dalles-California Highway, as same is now located and constructed, with the Southerly boundary of the right of way of the Ady Canal of the Klamath Drainage District as now located and constructed, from which the Section corner common to Sections 22, 23, 26 and 27 of the above Township and Range bears North 36°30 $\frac{1}{2}$ ' West 1630.7 feet distant, and running thence South 75°34 $\frac{1}{2}$ ' East along the said Southerly boundary of the right of way of the Ady Canal 652.3 feet; thence South 0°07' West 2479.2 feet, more or less, to a point in the Southerly boundary of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of the said Section 26; thence leaving the boundary of the right of way of the said Ady Canal, South 89°50' West along the said Southerly boundaries of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of the said Section 26, and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of the said Section 27, 2147.0 feet, more or less, to an intersection with the said Easterly boundary of the right of way of the Dalles-California Highway; thence North 32°21 $\frac{1}{2}$ ' East, following said right of way line, 2097.0 feet; thence following a 1°38 $\frac{1}{2}$ ' circular curve to the left, 937.8 feet; thence North 16°57 $\frac{1}{2}$ ' East 23.5 feet, more or less, to the said point of beginning.

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The following property conveyed to United States of America in Deed Volume M75 page 4-18 records of Klamath County, Oregon: A strip or parcel of land in said Section 23, Township 40 South, Range 8 East of the Willamette Meridian, said County and State, containing an area of 3.8 acres, and described as follows: Beginning at said Point "D", said point being the most westerly point of the hereinabove described Parcel CME; thence from said point of beginning North 89°02' West 142.2 feet; thence North 71°43' West 1226.7 feet to a point in the Easterly right of way boundary of the U. S. Highway No. 97, said point being South 63°53' East 2942.6 feet from the northwest corner of Section 23, thence along said right of way boundary North 18°17' East 150.0 feet; thence leaving said boundary South 72°06' East 900.1 feet; thence South 36°56' East 162.1 feet; thence South 68°03' East 330.0 feet to the point of beginning.

The following described parcels conveyed to Southern Pacific Company in Deed Volume M65, page 300, records of Klamath County, Oregon:

PARCEL 1: A piece or parcel of land situate in Government Lot 1 of Section 3, in Government Lot 1 and the E½NE¼ of Section 4, all in Township 41 South, Range 8 East of the Willamette Meridian, County of Klamath, State of Oregon, and described as follows: That portion of said Lot 1 of Section 3 and said Lot 1 and said E½NE¼ Section 4 bounded easterly by the westerly line of Oregon State Highway U.S. 97, bounded southerly by the easterly prolongation of the southerly line of the 0.701 acre parcel of land described as Parcel 2 in Deed dated December 26, 1963, from Winston H. Patterson, et ux, to Southern Pacific Company recorded December 27, 1963, in Volume 350 of Deeds, page 146, Records of said County (said prolongation being the southerly line of Lot 1 of said Section 4 and bearing South 80°00' East), bounded northerly by the southwesterly line of the County Road leading from said Oregon State Highway U. S. 97 to Keno, Oregon, and bounded westerly by the following described line: Beginning at the point of intersection of the east line of the W½SE¼ of said Section 4 with the southerly line of Lot 2 of said Section 4, said point being the southeasterly corner of said 0.701 acre parcel of land described as Parcel 2 in said deed and is distant South 17°55'06" West 4267.65 feet from the Northeast corner of said Section 4; thence North along said east line, being also the west line of said Lot 1 of Section 4, a distance of 320.83 feet to a point; thence Northeasterly along a curve to the left having a radius of 5679.60 feet and central angle of 10°50'35" (tangent to said curve at last mentioned point bears North 31°47'35" East) an arc distance of 1074.85 feet; thence North 20°37' East 99.56 feet; thence North 20°27' East 2359.20 feet; thence North 22°08'15" East 75.75 feet to a point; thence Northeasterly along a curve to the right having a radius of 3869.75 feet and central angle of 6°40'19" (tangent to said curve at last mentioned point is last described course) an arc distance of 450.62 feet to a point in the north line of said Section 3, distant thereon North 89°29'30" East 245.33 feet from the northwest corner of said Section 3; thence continuing Northeasterly along the continuation of said curve to the right having a radius of 3869.75 feet, an arc distance of 111.65 feet to the northerly terminus of the line being herein described.

PARCEL 2: That portion of Government Lot 1 of Section 3, Township 41 South, Range 8 East of the Willamette Meridian, County of Klamath, State of Oregon, included within a strip of land 100.0 feet in width, lying contiguous to and easterly of the line particularly described in the above described Parcel 1.

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EXCEPTING THEREFROM that portion thereof lying southerly of the northerly line of County Road leading from Oregon State Highway U. S. 97 to Reno, Oregon.

ALSO EXCEPTING THEREFROM that portion of the above described 100.00 foot wide strip of land lying northwesterly of the southeasterly line of land of the Southern Pacific Company.

PARCEL 2

TOWNSHIP 41 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN
IN SECTION 14: Lot 4

PARCEL 3

TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN
IN SECTION 25: SE $\frac{1}{4}$ NW $\frac{1}{4}$

EXHIBIT "B"

15291

\$500,000.00

Hollister, California

June 25, 1979

I, promise to pay to the order of JOHN B. ANDERSON, a married man, as his sole and separate property at P. O. Box 190, Davis, California, 95616, FIVE HUNDRED THOUSAND AND No/100-----(\$500,000.00)-----DOLLARS, with interest thereon at the rate of (10%) TEN Percent per annum from _____ Interest payable in annual installments of FIFTY THOUSAND AND No/100-----(\$50,000.00)-----DOLLARS, beginning on the _____ day of June, 1980, and continuing on an annual basis thereafter until the _____ day of December 1, 1986, at which the unpaid principal balance and interest due thereon shall become immediately due and payable.

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.

STATE OF OREGON,
County of Klamath)

Filed for record at request of

Klamath County Title Co.
on this 28th day of June A.D. 19 79
at 1:00 o'clock P M, and duly
recorded in Vol. 170 of Mortgages
page 15284

Wm D. MILNE, County Clerk

By Richard H. H. H. Deputy

Fee \$24.00

Laurence M. Wilson
LAURENCE M. WILSON

Patricia A. Wilson
PATRICIA A. WILSON

KCTC