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75283

Vol. 77 Page 23993



THIS INDENTURE WITNESSETH: That ROBERT A. STEWART

of the County of Klamath, State of Oregon, for and in consideration of the sum of TWENTY-FOUR THOUSAND AND NO/100 Dollars (\$24,000.00), to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation,

of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

An undivided 15% interest in and to a tract of land more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

WIT. Commission Expires

NOTARY PUBLIC FOR OREGON

My Official Seal Exp. 1st Oct. 1979

IN WITNESS WHEREOF I HAVE HEREON SET MY HAND AND SEAL

ROBERT A. STEWART, of the County of Klamath, State of Oregon, executed the above and acknowledged the same before me, a Notary Public for Oregon, on the 1st day of October, 1979.

ROBERT A. STEWART, of the County of Klamath, State of Oregon, executed the above and acknowledged the same before me, a Notary Public for Oregon, on the 1st day of October, 1979.

COUNTY OF Klamath

STATE OF OREGON

NOTARY PUBLIC FOR OREGON  
My Official Seal Exp. 1st Oct. 1979

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation, its successors

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWENTY-FOUR THOUSAND AND NO/100 Dollars (\$24,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 24,000.00 Klamath Falls, Oregon, October 1, 1979

I (or if more than one maker) we, jointly and severally, promise to pay to the order of ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation,

at Klamath Falls, Oregon, TWENTY-FOUR THOUSAND AND NO/100 DOLLARS,

with interest thereon at the rate of 10 percent per annum from date hereof until paid, payable in

monthly installments of not less than \$236.44 in any one payment; interest shall be paid monthly and

is included in the minimum payments above required; the first payment to be made on the 10th day of October

1979, and a like payment on the 10th day of each month thereafter, until the whole sum, principal and

interest has been paid; 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.

\* Strike words not applicable.

ROBERT A. STEWART

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said Ore-Cal General Wholesale, Inc.

and its legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said ROBERT A. STEWART, his heirs or assigns.

(8-541000-00) in accordance with the terms of \_\_\_\_\_ of which the  
 EPHRAIM WILD MONTEGE is intended as a mortgage to secure the balance of the sum of FIFTY-FOUR  
 THOUSAND DOLLARS and no part of the same.

WITNESS my hand this 1st day of October, 1979.

\*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, such word as "creditor" is required. If the mortgagee is not a creditor, such word as "lender" 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-Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Form No. 1306, or equivalent.

STATE OF OREGON.

County of KLAMATH

**SS.**

BE IT REMEMBERED, That on this 1st day of October, 19 79,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named ROBERT A. STEWART,

known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that..... he..... 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.

Notary Public for Oregon

My Commission expires.....8/14/23

# MORTGAGE

FORM No. 7

STEVEN-NESS LAW PUB. CO., PORTLAND, ORE

STATE OF OREGON

County of \_\_\_\_\_

**SS.**

*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.

**Title**

### Deputy

AFTER RECORDING RETURN TO  
 ONE CAL. GENERAL HOLDINGS, INC.  
 P.O. Box 664  
 City 97601

**PARCEL ONE:** A tract of land being Lot 1 and a portion of Lot 2 in Block 3 of Tract 1080, Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said Lot 1; thence N. 00°04'50" E. 195.00 feet to the Northwest corner of said Lot 1; thence continuing N. 00°04'50" E. 57.80 feet; thence S. 89°25'10" E. 300.00 feet; thence S. 00°04'50" W. 57.80 feet to the Northeast corner of said Lot 1; thence continuing S. 00°04'50" W. 195.00 feet to the southeast corner of said Lot 1; thence N. 89°25'10" W. 300.00 feet to the point of beginning. EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded August 16, 1976, in Deed Volume M-76 page 12646, Microfilm records of Klamath County, Oregon.

**PARCEL TWO:** A tract of land situated in Lot 2, Block 3, Tract 1080, Washburn Park, more particularly described as follows: Beginning at a point on the easterly right of way line of Washburn Way, said point being N. 00°04'50" E. 57.80 feet from the Northwest corner of Lot 1, Block 3; thence S. 89°25'10" E. 300.00 feet to the true point of beginning; thence S. 89°25'10" E. a distance of 100.08 feet to a point; thence S. 89°56'30" E. a distance of 51.67 feet to the Northwest corner of parcel conveyed to Ronald T. Williams, et ux, by Deed Vol. M-77, page 17511; thence S. 0°04'50" W. along the West line of last mentioned parcel a distance of 253.26 feet to the North line of Crosby Avenue; thence N. 89°25'10" W. along said North line a distance of 151.76 feet to the Southeast corner of Lot 1, Block 3; thence N. 0°04'50" E. a distance of 252.8 feet, more or less, to the point of beginning.

**SUBJECT TO:** (1) Rules, regulations and assessments of South Suburban Sanitary District. (2) Reservations and restrictions contained in the dedication of Washburn Park. (3) Reservations and restrictions in deed from Washburn Enterprises, Inc., an Oregon corporation, to Ore-Cal General Wholesale, Inc., an Oregon corporation, dated April 26, 1976, recorded April 20, 1976, in Volume M-76, Page 5673, Deed Records of Klamath County, Oregon. (4) Reservations, restrictions and easement for drainage ditch in deed from Washburn Enterprises, Inc., an Oregon corporation, to Ore-Cal General Wholesale, Inc., an Oregon corporation, dated March 31, 1977, recorded October 2, 1978, in Volume M-78, Page 21885, Deed Records of Klamath County, Oregon. (5) Easement for water line, including the terms and provisions thereof, given by Ore-Cal General Wholesale, Inc., et al, to Oregon Water Corporation, dated March 6, 1978, recorded March 13, 1978, in Volume M-78, Page 4729, Deed Records of Klamath County, Oregon. (6) Easement, including the terms and provisions thereof, given by Ore-Cal General Wholesale, Inc., et al, to Oregon Water Corporation, dated March 10, 1978, recorded March 13, 1978, in Volume M-78, Page 4731, Deed Records of Klamath County, Oregon, for water line. (7) Conditional Assignment of Rents, dated November 18, 1976, recorded November 18, 1976, in Volume M-76, Page 18420, Mortgage Records of Klamath County, Oregon. (8) Mortgage, including the terms and provisions thereof, executed by Ore-Cal General Wholesale, Inc. to First Federal Savings & Loan Association of Klamath Falls, dated November 18, 1976, recorded November 18, 1976, in Volume M-76, Page 18423, Mortgage Records of Klamath County, Oregon, to secure the payment of \$58,500.00. (9) Mortgage, including the terms and provisions thereof, executed by Ore-Cal General Wholesale, Inc. to Klamath First Federal Savings & Loan Association, a corporation, dated October 6, 1978, recorded October 10, 1978, in Volume M-78, Page 22587, Mortgage Records of Klamath County, Oregon, to secure the payment of \$100,000.00.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~EXCEPTED~~

this 11th day of October A. D. 1979 at 9:56'clock A.M., or

only recorded in Vol. M79, of Mortgages on Page. 23993

Wm D. MILNE, County Cl.

By *Bernetha A. Hetch*