

TC

K-32836 78688

Vol. 779 Page 29680

THIS INDENTURE WITNESSETH: That

WILLIAM R. KENDALL

of the County of \_\_\_\_\_, State of \_\_\_\_\_, for and in consideration of the sum of  
Twenty Thousand and No/100----- Dollars (\$ 20,000.00), to  
in hand paid, the receipt whereof is hereby acknowledged, has \_\_\_\_\_ granted, bargained, sold and conveyed, and  
by these presents do <sup>ES</sup> grant bargain, sell and convey unto LeQuieu and LeQuieu, Inc.,  
an Oregon Corporation situate in the County of Klamath -----

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

NW 1/4 SE 1/4, North 420 feet of the S 1/2 NW 1/4, and all that portion  
of Lots 2, 3, 4, SW 1/4 NE 1/4, SE 1/4 NE 1/4, and NE 1/4 SE 1/4 lying  
Southerly of the Dairy-Bonanza Highway, all in Section 6 Township 39S,  
Range 11 EWM.

Also, beginning at an iron pin located North 0° 13' East 183.7 feet  
from the center quarter corner of Section 6 Township 39S, Range 11 EWM;  
thence North 29° 51' West 843.7 feet to an iron pin; thence South 89° 38'  
East 423.37 feet to an iron pin; thence South 0° 13' West 728.5 feet,  
more or less, to the point of beginning.

SAVING AND EXCEPTING from said Parcel the following: Beginning at  
an iron pin located North 0° 13' East 183.7 feet and thence North 29° 51'  
West 843.7 feet from the center quarter corner of Section 6, Township 39S,  
Range 11 EWM; thence North 89° 38' West 2218.77 feet to an iron pin;  
thence North 68.7 feet to an iron pin; thence South 89° 38' East 2218.77  
feet to an iron pin; thence South 68.7 feet, more or less, to the point  
of beginning.

## SUBJECT TO:

1. Acreage and use limitations under provisions of United States Statutes and regulation issued thereunder.
2. Liens and assessments of Klamath Project and Horsefly Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
3. Contract of Sale, including the terms and provisions thereof, by and between Edna Ricards, surviving widow of K. E. Ricards, vendor and William R. Kendall, purchaser, dated June 23, 1978, recorded June 26, 1978, in Volume M78 Page 13640, Deed records of Klamath County, Oregon.
4. Financing statement, including the terms and provisions thereof, given by William R. Kendall to Edna Ricards, filed June 26, 1978, as document No. 50674 in Secured Transactions records of Klamath County, Oregon.

(Continued on reverse side)

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 LeQuieu & LeQuieu, Inc.  
an Oregon Corporation situate in the County of Klamath -----

----- heirs and assigns forever.  
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty  
Thousand and No/100----- Dollars  
(\$ 20,000.00 ) in accordance with the terms of the certain promissory note of which the  
following is a substantial copy:

\$ 20,000.00  
on or before March 20, 1980  
XXXXXX I XXXXXXXX  
XXXXXX promise to pay to the order of LeQuieu & LeQuieu, Inc.  
at Klamath Falls, Oregon

Twenty Thousand and No/100----- Dollars  
with interest thereon at the rate of 10% per annum, to be paid on or before March 20, 1980, and if not so paid, then the principal and interest, at the option of the lender, may be paid in installments of \$1000.00 per month, beginning on the first day of the month of March, 1980, and continuing until the principal and interest are paid in full. If this note is placed in the hands of a collection agency, the amount of such collection costs, even though not stated in this note, shall be paid by the borrower. If the amount of such collection costs is not stated in this note, the amount of such collection costs shall be paid by the borrower. If the amount of such collection costs is not stated in this note, the amount of such collection costs shall be paid by the borrower.

William R. Kendall

FORM NO. 216 PROMISSORY NOTE

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: March 20, 1980.

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, 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 LeQuieu & LeQuieu, Inc., an Oregon Corporation situate in the County of Klamath

and 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 William R. Kendall-----

----- heirs or assigns.

(Continued)

Also that portion of Lots 3 and 4 lying North of the Northerly right-of-way line of the Dairy-Bonanza Highway and West of the Westerly right-of-way line of Haskins Road in Section 6, Township 39 South, Range 11 EWM consisting of 15 acres more or less.

SUBJECT TO:

1. Acreage and use limitations under provisions of United States Statutes and regulation issued thereunder.
2. Liens and assessments of Klamath Project and Horsefly Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.

Witness hand this 21 day of December 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, 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,

County of Klamath

ss.

BE IT REMEMBERED, That on this day of December, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named William R. Kendall

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 8-5-83

# MORTGAGE

(FORM No. 7)

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

William R. Kendall

TO

LeQuieu & LeQuieu, Inc.

AFTER RECORDING RETURN TO

LeQuieu & LeQuieu, Inc.  
 6408 South Sixth Street  
 Klamath Falls, OR 97601

SPACE RESERVED  
 FOR  
 RECORDER'S USE

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 27th day of December, 1979, at 2:49 o'clock P. M., and recorded in book M79 on page 29630 or as file/reel number 78683.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

Title

By *Deborah H. Hellock* Deputy.

Fee \$7.00