

## MORTGAGE

THIS INDENTURE, made and entered into this 31<sup>st</sup> day of October, 1979, by and between HARRY R. WAGGONER and NORMA E. WAGGONER, husband and wife,

## W I T N E S S E T H:

WHEREAS, Mortgagees hold a promissory note dated July 1, 1973 in the principal amount of \$100,000.00 given by Harry R. Waggoner and Norma E. Waggoner, husband and wife; and

WHEREAS, the due date for the payment of said note has heretofore by agreement been extended to August 1, 1970; and

WHEREAS, there is now owing on said note the principal amount of \$100,000.00; and

WHEREAS, Harry R. Waggoner and Norma E. Waggoner, husband and wife, have given mortgages to Mortgagees to secure the payment of said promissory note, the first said mortgage dated the 23rd day of December, 1975, recorded in Volume M-75, page 16149, on December 24, 1975, in the Mortgage Records of Klamath County, Oregon; and a second said mortgage dated the 20th day of March, 1978, recorded in Volume M 78, page 5970, on 29 March; and

WHEREAS, Mortgagors desire to secure a release of certain properties from the lien of said mortgages and to substitute other properties as security therefore, and do also desire to extend said note for an additional nine month period beginning August 1, 1979 and ending on May 1, 1980; and

WHEREAS, Mortgagees do desire to increase the interest on said note from ten percent to twelve percent, which said increase

1 in said interest rate was agreed to by instrument dated October 31<sup>st</sup>,  
2 1979; now therefore,

3 FOR AND IN CONSIDERATION of the sum of ONE HUNDRED  
4 THOUSAND AND NO/100 DOLLARS to them paid, the receipt of which is  
5 hereby acknowledged, the above-named Mortgagors have granted, bar-  
6 gained, sold and conveyed and by these presents do grant, bargain,  
7 sell and convey unto said Mortgagees the following described pre-  
8 mises, situated in Klamath County, Oregon, to-wit:

9 PARCEL 1: A tract of land located in the SW $\frac{1}{4}$ ,  
10 Section 34, Township 39 South, Range 9 East of  
11 the Willamette Meridian, more particularly  
12 described as follows: Beginning at the section  
13 corner common to Sections 33 and 34, Township  
14 39 South, Range 9, East of the Willamette Meri-  
15 dian, and Sections 3 and 4, Township 40 South,  
16 Range 9, East of the Willamette Meridian, and  
17 running thence North 89°54'05" East along the  
18 South line of said Section 34, 1977.00 feet to  
19 a point; thence, North 0°05'25" West 30.00 feet  
20 to the true point of beginning, said true point  
21 of beginning being on the Northerly right of  
22 way line of Midland Road; from said true point  
23 of beginning, thence North 0°05'25" West 1400.00  
24 feet to a point; thence, South 37°36'30" East  
25 542.20 feet to a point; thence, South 0°04'55"  
26 East 970.00 feet to a point on the Northerly  
right of way line of said Midland Road; thence,  
South 89°54'05" West along said right of way  
line 330 feet to the true point of beginning,  
said tract of land containing nine (9) acres,  
more or less, all in Klamath County, Oregon.

PARCEL 2: A tract of land situated in Lot 2,  
Block 3, Tract 1080, WASHBURN PARK, a duly  
recorded plat, being more particularly described  
as follows: Beginning at a point on the Easterly  
right of way line of Washburn Way, said point  
being South 00°03'30" West 314.74 feet from the  
Northwest corner of said Lot 2; thence, South  
89°56'30" East 400.00 feet to the Easterly line  
of said Lot 2; thence, along said Easterly line  
South 00°03'30" West 220.00 feet; thence, North  
89°25'10" West 400.08 feet to the Easterly right

of way line of said Washburn Way; thence, along said right of way line, North 00°04'50" East 91.74 feet and North 00°03'30" East 124.61 feet to the point of beginning, containing 2 plus acres (87,274.99 square feet) with bearings based on Tract 1080, Washburn Park.

Together with the tenements, hereditaments and appurtenances there-  
to belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the same with the appurtenances,  
unto the said Glenn Dehlinger and Dorothy Dehlinger, husband and  
wife, their heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure  
the payment of the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS  
(\$100,000.00) in accordance with the terms of that certain promis-  
sory note, of which the following is a substantial copy.

\$100,000.00

Klamath Falls, Oregon

July 1, 1973

On or before August 1, 1975, each of the undersigned promises to pay to the order of GLENN DEHLINGER and DOROTHY DEHLINGER, and upon the death of any of them, then to the order of the survivor of them, at Klamath Falls, Oregon, - - One Hundred Thousand, and 00/100 - - - Dollars, with interest thereon at the rate of 9% per annum from July 1, 1973, until paid; interest to be paid monthly, commencing August 1, 1974, and if not so paid, the whole sum of both 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, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and, if suit or action is filed hereon, also promises to pay (1) the holder's reasonable attorneys 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.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right of survivorship, that is; on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and interest shall vest absolutely in the survivor of them.

All or any portion of principal or interest can be prepaid at any time without penalty.

*[Signature]*  
Dorothy Dehlinger

1           MORTGAGEES COVENANT and agree to release Parcel 1 from  
2 the lien of the within mortgage upon payment of the sum of FORTY-  
3 FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) on the principal  
4 amount of said note and to satisfy the entire mortgage at any time  
5 upon payment in full of the principal balance and accrued interest.  
6 Mortgagors shall have the right to prepay said note at any time  
7 within said nine-month period without penalty.

8           THE WITHIN MORTGAGE is given to record the substitu-  
9 tion of different property, to-wit: Parcel 2, above, from certain  
10 property set out in the prior mortgages referred to above. However,  
11 the within mortgage shall in no wise terminate the security on  
12 Parcel 1, above, as has previously been established in that mortgage  
13 dated December 23, 1975, recorded December 24, 1975, in Volume M-75,  
14 page 16149.

15           MORTGAGORS WARRANT that the proceeds of the loan repre-  
16 sented by the above-described note and this mortgage are for business  
17 or commercial purposes other than agricultural purposes.

18           NOW, IF THE SUM OF MONEY due upon said instrument shall  
19 be paid according to the agreement therein expressed, this convey-  
20 ance shall be void; but in case default shall be made in payment of  
21 the principal or interest or any part thereof, as above provided,  
22 then the said Glenn Dehlinger and Dorothy Dehlinger, husband and  
23 wife, and their legal representatives or assigns, may foreclose the  
24 mortgage and sell the premises above-described with all and every  
25 of the appurtenances or any part thereof, in the manner prescribed  
26 by law, and out of the money arising from such sale, retain the

1 said principal, interest and attorney fees, as provided in said  
2 note, together with the costs and charges of making such sale,  
3 and the surplus, if there be any, pay over to mortgagors, their  
4 heirs, successors or assigns.

5 WITNESS our hands this 31<sup>st</sup> day of October, 1979.

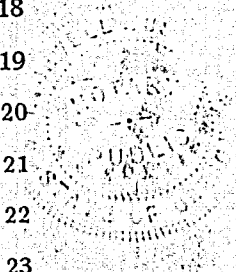
6  
7 Harry R. Waggoner  
8 Harry R. Waggoner

Norma E. Waggoner  
Norma E. Waggoner

9 STATE OF OREGON )  
10 County of Klamath ) ss:

11 Personally appeared the above-named Harry R. Waggoner  
12 and Norma E. Waggoner, husband and wife, known to me to be the  
13 identical persons described in and who executed the within  
14 instrument and acknowledged to me that they executed the same  
15 freely and voluntarily. Before me:

16  
17 L. Jewell Huston  
18 Notary Public for Oregon  
19 My Commission Expires: 8/14/83



20  
21 STATE OF OREGON; COUNTY OF KLAMATH; ss.

22 called for record at request of Beddoe & Hamilton, Attys.  
23 this 7th day of January A. D. 1980 at 2:06 o'clock P. M., and  
24 duly recorded in Vol. MS0, of Mortgages on Page 271.

25 By Wm D. MILNE, County Clerk  
26 L. Jewell Huston

Fee \$17.50