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2502

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KNOW ALL MEN BY THESE PRESENTS, That I, ROBERT L. STROOP

have made, constituted and appointed, and by these presents do hereby make, constitute and appoint
JOHN WILLIAM STROOP

my true and lawful attorney for me and in my name, place and stead, and for my use and benefit to demand, sue for, recover, collect and receive all such sums of money, debts, rents, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to me, to have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, and to compromise, settle and adjust and to execute and deliver acquittances or other sufficient discharges for any of the same; to bargain, contract for, purchase, receive and take lands, tenements, hereditaments, and accept the seizin and possession thereof and all deeds and other assurances in the law thereof and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, including my right of homestead in any of the same for such price, upon such terms and conditions and with such covenants as my said attorney shall think fit; to sell, transfer and deliver all or any shares of stock owned by me in any corporation for any price and receive payment therefor and to vote any such stock as my proxy; to bargain for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of whatsoever nature or kind; for me and in my name and as my act and deed, to sign, seal, execute, acknowledge and deliver all deeds, covenants, indentures, agreements, mortgages, pledges, hypothecations, bills of lading, bills, bonds, notes, evidences of debt, receipts, releases and satisfactions of mortgages, judgments and other debts payable to me and other instruments in writing of whatever kind and nature which my said attorney in his discretion shall deem to be for my best interests; to have access to any safety deposit box which has been rented in my name, or in the name of myself and any other person or persons; to sell, discount, endorse, deliver and/or deposit all checks, drafts, notes and negotiable instruments payable to my order, to withdraw any moneys deposited in my name with any bank and generally to do any business with any bank or banker on my behalf; also

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or my said attorney's substitute or substitutes shall lawfully do or cause to be done by virtue of these presents.

In construing this instrument and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on 15 July, 1981

STATE OF OREGON, County of) ss.

Personally appeared the within named ROBERT L. STROOP

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Mary Bennett
Notary Public for Oregon, Australia.
My Commission expires

(SEAL)

Power of Attorney

ROBERT L. STROOP

TO

JOHN WILLIAM STROOP

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

AFTER RECORDING RETURN TO

2204 Greenspring Ave
Klamath Falls, Ore

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
27th day of July, 1981,
at 1:08 o'clock P. M., and recorded
in book/reel/volume No. M81 on
page 13357 or as document/fee/file/
instrument/microfilm No. 2502.
Record of Power of Attorney
of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn County Clerk
By Bernetha D. Detrick Deputy

Fee \$3.50

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13358

FORM No. 105A—MORTGAGE—One Page Long Form

KID

2503

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THIS MORTGAGE, Made this 7th day of May, 1964,
by Alan J. Prescott and Wanda Prescott, husband and wife, Mortgagor,
to J. R. Ratliff and Ollie Ratliff, husband and wife Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Seventeen Thousand and no/100 0 0 0 Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

The North Half of the Southeast Quarter of Section 36,
Township 40 South, Range 11 East of the Willamette Meridian

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 a promissory note, of which the following is a substantial copy:

\$ 17,000.00 May 5, 1964.
For value received We promise to pay to the order of J. R. & Ollie Ratliff, husband and wife at U. S. National Bank, Klamath Falls, Oregon - Seventeen Thousand and no/100 - - - - - DOLLARS, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of five per cent. per annum from May 5, 1964 until paid, payable in annual installments of not less than \$1,000.00 in any one payment, plus the full amount of interest due on this note at time of payment of each installment. The first payment to be made on the day of June, 1965, and a like payment on the 1st day of June thereafter, until the whole sum, principal and interest, has been paid; if any of said installments are 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. In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.
Due _____, 19____ /s/ Alan J. Prescott
At _____ Alan J. Prescott
No _____ /s/ Wanda Prescott
Wanda Prescott

FORM No. 217—INSTALLMENT NOTE

And said mortgagor covenants 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(s), principal and interest, according to the terms thereof; that while any part of said note(s) 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(s) above described, when due and payable 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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$_____ in such company or companies as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; 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.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said notes 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(s); it being agreed that a failure to perform any covenant herein, or if 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(s) 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(s) 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 any 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 costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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 and seal the day and year first above written.

Executed in the presence of

Alan J. Prescott (SEAL)
Wanda Prescott (SEAL)

MORTGAGE
(FORM No. 105A)

Prescott
TO
Ratliff

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 18 day of May, 1964, at 3:34 o'clock P.M., and recorded in book 223 page 217, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Chas. F. DeLap
County Clerk-Recorder.
By [Signature] Deputy.
Fee \$2.50

After recording, return to

CHAS. F. DELAP
COUNTY CLERK-RECORDER
ATTORNEYS AT LAW
MERIDIAN, OREGON
ALAN - W. PRESCOTT
STATE PT. 12 of 17
9763

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 7th day of May, 1964, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Alan J. Prescott and Wanda Prescott, husband and wife, known to me to be the identical individuals 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.

William C. Brainerd
Notary Public for Oregon.

My Commission expires October 29, 1967.

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of July A.D., 1981 at 2:06 o'clock P.M., and duly recorded in

Vol M81 of Mortgages on page 13358.

Fee \$ 7.00

EVELYN BIEHN
COUNTY CLERK
By [Signature] Deputy