



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 hereafter be erected on the premises insured in favor of the mort-

gages against loss or damage by fire, with extended coverage, in the sum of \$ full insurable value in a company or companies acceptable to the mortgagees and will have all policies of insurance on said property made payable to the mortgagees as in a company or companies acceptable to the mortgagees and will have all policies of insurance on said premises to the mortgagees 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 note(s) 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 if the mortgagor shall fail to make any payment or 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 mortgagees 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 mortgagees may at their 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 mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagor neglects to repay any sums so paid by the mortgagees.

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 mortgagees 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 such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagees, may 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 the mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successor in interest and assign of said mortgagor and of said mortgagees respectively.

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

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

# MORTGAGE

(Survivorship)  
(FORM No. 691)

TO

STATE OF OREGON

County of SS.

I certify that the within instru-

ment was received for record on the

day of 19at o'clock M. and recordedin book or page

or as file number

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

Title.

By

Deputy.

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

Notary  
Richard P. Sumner  
47-11 Bishop St  
Klamath Falls Oregon

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 30 day of December, 1982, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Bill P. Dickey and Vivian S. Dickey, 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 for the purposes therein contained.

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

(SEAL)

Willie S. Dickey  
Notary Public for  
My commission expires 12/31/86

# EXHIBIT "A"

73

A piece or parcel of land situate in the Southeast quarter of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the center line of the U.S.B.R. #A-7 K Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, from which the iron monument marking the Southeast corner of said Section 24 bears North 89° 16' 50" East 890.1 feet distant thence South 89° 16' 50" West along said fence line 20.0 feet to an iron pin reference monument thence continuing South 89° 16' 50" West along said fence line 962 feet; thence North 0° 12' 50" West 300.0 feet; thence South 89° 16' 50" West 702.4 feet; thence North 0° 12' 50" West along an old existing fence 1061.6 feet to an iron pipe; thence North 1° 27' 50" East along said old existing fence 693.9 feet to an iron pin on the centerline of the U.S.B.R. #1-C-1-C Lateral as the same is presently located and constructed; thence along the centerline of the 1-C-1-C Lateral the following courses and distances; South 87° 27' East 266.6 feet and South 43° 34' 20" East 1700.4 feet, more or less, to the intersection with the centerline of the A-7 (K) Lateral the following courses and distances: South 31° 32' 10" West 116.6 feet, South 11° 31' West 205.3 feet, South 2° 18' West 299.1 feet, and South 49° 18' East 454.5 feet, more or less. to the point of beginning.

SAVING AND EXCEPTING THEREFROM that portion conveyed to United States of America for laterals by Deed Volume 24, page 131, Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM a piece or parcel of land situate in the Southeast quarter of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the centerline of the U.S.B.R. #A-7 (K) Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, from which the iron monument marking the Southeast corner of said Section 24 bears North 89° 16' 50" East 890.1 feet distant; thence South 89° 16' 50" West along said fence line 20.0 feet to an iron pin reference monument; thence continuing South 89° 16' 50" West along said fence line 962.0 feet which is a point of beginning; thence North 0° 12' 50" West 150.0 feet; thence South 89° 16' 50" West 702.40 feet; thence South 0° 12' 50" East along an old existing fence 150.0 feet; thence East along the South line of Section 24, 702.4 feet to the point of beginning.

EXHIBIT B

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A parcel of land situate in the N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 25, Township 39 South, Range 9 E.W.M., more particularly described as follows:

Beginning at a point on the North line of Section 25 774.9 feet East from the North Quarter corner thereof; thence South 0°27' East to a point on the North line of the County Road; thence North 89°33' East along the North line of the County Road 60 feet to a point; thence North 0°27' West to a point on the North line of said Section 25; thence West along the North line of Section 25 a distance

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 3rd day of January A. D. 1983 at 3:58 o'clock P. M., and  
duly recorded in Vol. M83, of Mortgages on Page 71.

By Evelyn Biehn County Clerk

Fee \$16.00