FORM No. 691-MORTGAGE-(Survivorship) (A) CI τc Vol. Mas Page 18952 71 , 19.82 , by day of December THIS MORTGAGE, Made this 30th BILL P. DICKEY and VIVIAN S. DICKEY, husband and wife, , Mortgagor, RICHARD P. SUMNER and MARCIA SUMNER, husband and wife, . Mortgagees, WITNESSETH, That said mortgagor, in consideration of the sum of --- Fifty-Three Thousand, (\$ 53,489.96 ) Dollars Four Hundred Eighty-Nine and 96/100 ----to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns and the heirs of the survivor of them, those certain premises situate in the County of Klamath Oregon , and described as follows, to-wit: and State of. More particularly described in Exhibits A and B attached hereto. ະລ ເກ 2 3 83 together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed or installed in or upon said described premises, TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever. This mortgage is intended to secure the payment of \_\_\_\_\_One \_\_\_\_ certain promissory note in words and figures substantially as follows: December 30 10 82 \$ 53,489.96 Klamath Falls, Oregon Due and payable Feb. 28, 1983, I (or it more than one maker) we, jointly and severally, promise to pay to the order of Richard P. Sumner and Marcia Sumner, and upon the death of any of them, then to the order of the survivor of them, at Fairbanks, Alaska Fifty-Three Thousand, Four Hundred Eighty-Nine and 96/100 ------DOLLARS. OUL with finterest thereon XXXXXXXXXXXXX Х ХЖХИН АН ХИНИНХ ХИНИ х нэт унжи химостхох хих sum as may be lixed by the appellate court, as the holder's reasonable attorney's tees in the appellate court. It is the intention of the parties hereto that the said payees do not take the title hereto as termints 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 uppaid balance of principal and in-terest shall vest absolutely in the survivor of them. It is a survivor of them. Stevens Ness Law Publishing Co., Portland, Ore St FORM No. 693-NOTE-Survivorship. 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 February 28, 1983 In constraint this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgager" shall include mortgagers the mater singular pronoun shall be taken to mean and include the plural, the mosculare, the lemmune and the neuter, and all grammatical changes shall be mater singular pronoun shall be taken to mean and include the plural, the mosculare, the lemmune and the neuter, and all grammatical changes shall be mater source and implied to make the provisions beend apply equility to corporations and to more than one individual, furthermore, the word mortgages shall be constructed to mean the mortgagers is and only the both of them be lying, and it not, then the survivor survivors of them, because the interface to the parties beerof that the said note and this mortgage shall be held by the said mortgagers as point fearnis with the right of survivorship and not as tenants in common and that on the death of one, the mortgagers then used and note as well with the tright of survivorship and not as tenants in common and that on the death of one, the mortgagers when used as well with the tright of them. The mortgagers warrants that the proceeds of the loan represented by the above described note and this nowing are to all rights and interests become (a)<sup>2</sup> priminity for mortgagers is a the interface of the loan represented by the above described note and this mortgage are (a)<sup>2</sup> priminity for mortgagers is an antivid of their successors in interest, that he to lawfully secred in the simple of and mortgagers and purposes other than agricultural purposes. And said mortgager covenants to and with the mortgagers, and their successors in interest, that he to lawfully secred in the simple of and mortgagers are simple of a side mortgagers and mortgagers and their successors in interest, that he to lawfully secred in the simple of and mortgagers is a notice and price and their successors in interest, the blace December of Successors and their successors in interest, the blace of the simple of and ind uises and has a valid, unencumbered title thereto EXCEPT a prior mortgage to the Department of Veterans Affairs to which this mortgage is second and junior, 16

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and will warrant and lorever delend 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 fares, assessments and other charges of every nature which may be levied or as-that while any part of said note(s) remains unpaid he will pay all fares, assessments and other charges of every nature which may be levied or as-sessed against said property, or this mortgade 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 the lien of this mortgage; that he will keep the buildings now on or which may hereafter be erected on the premises insured in lavor of the mort-the lien of this mortgage; that he will keep the buildings now on or which may hereafter be erected on the premises insured in lavor of the mort-

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 thereol, suprime to the lien of this morigage; that he will keep the buildings now on or which may herealter be erected on the premises insured in layor of the mortages and any herealter be rescred on the premises insured in layor of the mortages and satisfy any companies acceptable to the mortages and will have all policies of insurance on said property made payable to the mortagers as in a company or companies acceptable to the mortages and will deliver all policies of insurance on said premises to the mortages as soon as insured; that he will keep the build-their interest may appear and will deliver all policies of insurance on said premises. The provements it and mortagaes shall keep and perform the covenants herein contained and shall pay suid covenants and the payment of companies or on said premises, or any part thereof, the mortages shall have the option to decire the whole amount unpaid on said be taken to loreclose any lien, encumbrance or insurance premium as above provided lot, the mortages may at their option do so, and any pay any taxes or charges or no said premises, or any substitued to loreclose this mortage may be loreclosed at any time thortages may at their option do so, and any pay any taxes or charges or on this dedies or a paid by the mortagaes or brance of all the contages reasonable easiend by the mortage to breach of covenant their sum as above provided lot, the mortages may at their option do so, and any pay any taxes or keep, to reasonable costs incurred by this mortage may be foreclosed at any time thortage may any time errors and title search, all statutory costs and distages. In the wortage, the mortage of the provenant and the pay and the decise the reports and title discurred. All it the mortages during to the mortage, and this mortage, the mortage any lient encumbrance or insurance premium as above provided lot, the mortages ane rate as and cole(s),

| <ul> <li>*iMPORTANT Ni</li> <li>(b) is not applic</li> <li>comply with the</li> <li>quired disclosure</li> </ul> | ITNESS WHEREOF, said mortgagor ha<br>oble; if warranty (a) is applicable, the mortgagee MUS<br>o Truth-in-Lending Act and Regulation Z by making r<br>as; for this purpose, if this instrument is to be a FIR<br>the purchase of a dwelling, use S-N Form No. 1305<br>his instrument is NOT to be a first lien, use S-N For<br>pulvalent. | The second secon | day and year first above   |
|--|---|--|--|
| MORTGAGE<br>(Survivorship)<br>(FORM No. 691)   | TO<br>STATE OF OREGON<br>SCOUNTY OF OREGON<br>County of<br>Lectify that the within instru-<br>ment was received for record on the<br>day of 19  |  | By Deputy.<br>EEVENSINESS LAW PUB. CO. PORTLAND. ONE.<br>Contraction P. Sunner.<br>R. C. Nord J. Sunner.<br>P. C. Nord J. Sunner.<br>L. C. L. S. Falis Orly. |
| County<br>BE<br>before me,<br>named<br>known to  | IT REMEMBERED, That on this<br>the undersigned, a Notary Public in and<br>Bill P. Dickey and Vivian S<br>me to be the identical individuals des<br>ged to me that they executed th<br>IN TESTIMON   | scribed in and who execute<br>e same for the purposes the<br>NY WHEREOF, I have here   | d the within instrument and<br>ein contained.<br>sunto set my hand and affixed<br>and year last above written.   |

## EXHIBIT "A"

A piece or parcel of land situate in the Southeast guarter 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

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## EXHIBIT B

A parcel of land situate in the N½NE½ 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

## WATE F DECON; COUNTY OF KLAMATH; ss.

Filed for record .

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this <u>3rd</u> day of January A. D. 19<u>83</u> at <u>3:58</u> o'clock P f., and duly recorded in Vol. <u>M83</u>, of <u>Mortgages</u> on Pare 71

\_\_\_\_on Page \_71\_\_\_. EV.LYN BIEHN, County Clerk By Bernitha A Lebert

Fee \$16.00

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