

[NOTE:—These official forms should be observed and used with such alterations as may be appropriate to suit the circumstances.  
See Rule 909.]

**VOLUNTARY CASE**  
**INDIVIDUAL or JOINT PETITION**

Form No. 1, October 1, 1979

Vol. 198 Page 21072

United States Bankruptcy Court for the

District of Oregon

In re EDWARD O. RICHARD AND HARRIETT K. RICHARD

**684-07308**

Chapter 7 TIME  
(Indicate which) **RELIEF ORDERED**

DEBTOR(S) (INCLUDE HERE ALL NAMES USED BY DEBTOR(S) WITHIN  
LAST 6 YEARS)

1. Petitioners' post-office address is 4267 Lower River Road, Grants Pass, OR 97526
2. Petitioner(s) has (have) resided [or has had his (their) domicile or has had his (their) principal place of business or has had his (their) principal assets] within this district for the preceding 180 days [or for a longer portion of the preceding 180 days than in any other district].
3. Petitioner(s) is (are) qualified to file this petition and is (are) entitled to the benefits of Title 11, United States code as a voluntary debtor(s).
4. A copy of petitioners' proposed plan, dated \_\_\_\_\_, is attached [If appropriate] or Petitioner(s) intend(s) to file a plan pursuant to Chapter 11 [or Chapter 13] of Title 11, United States Code].

Wherefor petitioner(s) pray(s) for relief in accordance with Chapter 7 [or Chapter 11, or Chapter 13] of Title 11, United States Code.

U.S. BANKRUPTCY COURT  
DISTRICT OF OREGON

Signed:

*FILED*  
*7:00 PM*  
*PAID*  
*MAR 15 1984*  
*4:15 PM*  
TERENCE H. DUNN, CLERK  
BY *Assault* DEPUTY.

*Marvin D. Bowen*  
X ATTORNEY FOR PETITIONER(S);  
PETITIONER(S) SIGN(S) IF NOT REPRESENTED BY ATTORNEY  
Marvin D. Bowen  
PRINT OR TYPE NAME  
11325 S.W. Greenburg Road  
ADDRESS  
Tigard, OR 97223  
(503) 620-6565  
PHONE

I/we, Edward O. Richard and Harriett K. Richard, the petitioner(s)  
named in the foregoing petition, certify under penalty of perjury that the foregoing is true and correct.

Executed on March 14, 1984  
DATE

*Harriett K. Richard*  
PETITIONER  
*Edward O. Richard*  
PETITIONER

**UNSWORN DECLARATION UNDER PENALTY OF PERJURY**  
**ON BEHALF OF A CORPORATION OR PARTNERSHIP**

Form No. 2, October 1, 1979

I, \_\_\_\_\_, [the President or other officer or an authorized agent of the corporation] [or a member or an authorized agent of the partnership] named as petitioner in the foregoing petition, certify under penalty of perjury that the foregoing is true and correct, and that the filing of this petition on behalf of the [corporation] [or partnership] has been authorized.

Executed on \_\_\_\_\_  
[DATE] SIGNATURE

THIS MORTGAGE, Made this 17th day of December, 1982, by Donald N. Gail

to Edward O. Richard

hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Seventy five thousand \$75,000, hereinafter called Mortgagee,

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:

See attached legal description

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 certain promissory note, described as follows:

\$75,000. promissory note with interest at 10% per annum.

Dated December 17, 1982

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 December 17, 1992

The mortgagee warrants that the proceeds of the loan represented by the above described note and this mortgage are (a) primarily for mortgagee's personal family, household or educational purposes (see Important Notice below); (b) for an extension or loan of mortgagee's personal property for business or commercial purposes other than agricultural purposes. And said mortgagee warrants to 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 defend the same against all persons that he will pay said note principal and interest according to the terms thereof that while any part of said note 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 above described or any part thereof and before the same may become delinquent that he will promptly pay and satisfy any and all taxes or assessments that are or may become due on the premises or any part thereof superior to the lien of this mortgage that he will keep the buildings, improvements and fixtures on the premises insured in favor of the mortgagee against loss or damage by fire with extended coverage in the sum of \$ na in a company or companies acceptable to the mortgagee 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 issued that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. Now therefore said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms. This mortgage 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 if being agreed that a failure to perform any covenant hereof or a proceedings of any kind be taken to enforce or enforce said note and the mortgage shall have the option to declare the whole amount unpaid on said note and on the mortgage at once due and payable and the mortgagee may at any time thereafter. And if the mortgagee shall fail to pay any taxes or charges of any kind on said note and payable on the mortgage as above provided for the mortgagee may at his option do so and any payment or 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 without waiver. However if any right or claim to the mortgagee for breach of any covenant is paid by the mortgagee.

In the event of any suit or action being instituted to foreclose this mortgage the losing party in such suit or action agrees to pay all reasonable costs incurred by the prevailing party thereon for its reports and title search all attorney's costs and disbursements and such further sum as the trial court may award. In addition as the prevailing party's attorney's fees in such suit or action and if an appeal is taken from any judgment or decree entered therein the losing party further promises to pay such sum as the appellate court shall award reasonable on the prevailing party's attorney's fees or such appeal. All such sums to be included in the court's decree. 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 first deducting all proper charges and expenses attending the execution of said note or the court may direct in its judgment or decree.

In construing this mortgage it is understood that the mortgagee or mortgagee may be more than one person that if the mortgage 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 herein apply equally to corporations and to individuals.

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-M Form No. 1305 or equivalent. If this instrument is NOT to be a first lien, use S-M Form No. 1306, or equivalent.

*Donald N. Gail*

Donald N. Gail

STATE OF OREGON, County of Jackson

December 17,

19 82

Personally appeared the above named Donald N. Gail

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

Before me: *John J. Luma*

(NOTARIAL SEAL)

My commission expires: 2-13-84

Notary Public for Oregon

## MORTGAGE

## STATE OF OREGON

County of

I certify that the within instrument was received for record on the day of 19

at o'clock M., and recorded in book on page or as file number.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title

Deputy

By

No.

GORDON C. YORK, INC.  
1. TRUSTEE IN BANKRUPTCY  
6 2420 Lariat Mesa  
Eugene, Oregon  
97401

NOTO

RD

1

71 30

(DON'T USE THIS SPACE. RESERVED FOR RECORDING LABEL IN COUNTY WHERE USED)

21074

The following described real property in Klamath County, Oregon:

A tract of land situated in the NE $\frac{1}{4}$  of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the Southerly right of way line of Keller road, said point being South 00° 23' 49" West 15.82 feet from the brass cap monument marking the NE corner of said Section 13; thence South 00° 23' 49" West along the center section line of said Section 13, 792.02 feet to a 5/8 inch iron pin on the Northeasterly right of way line of the U.S.B.R. "A" Canal; thence Southerly along said Northeasterly right of way line on the arc of a curve to the right 166.96 feet (long chord is South 23° 52' 03" East 166.83 feet) to a 5/8 inch iron pin; South 21° 57' 00" East 560.20 feet to a 5/8 inch iron pin; Southerly on the arc of a curve to the left 210.69 feet (long chord is South 34° 04' 15" East 209.12 feet) to a 5/8 inch iron pin; thence leaving the Northeasterly right of way line of said "A" Canal North 72° 58' 03" East 699.66 feet to a 5/8 inch iron pin; thence South 75° 46' 50" East 128.10 feet to a 5/8 inch iron pin on the Northerly line of that tract of land described in deed Volume 308 at page 618 of the Klamath County Deed Records; thence North 72° 58' 03" East along the Northerly line of said tract 1269.45 feet to a 5/8 inch iron pin; thence North 29° 19' 47" East 344.20 feet to a 5/8 inch iron pin; thence on the arc of a curve to the left 96.16 feet (radius = 75 feet) to a 5/8 inch iron pin; thence North 44° 07' 47" West 165.75 feet to a 5/8 inch iron pin; thence on the arc of a curve to the right 108.00 feet (radius = 125 feet) to a 5/8 inch iron pin; thence North 05° 22' 23" East 116.17 feet to a 5/8 inch iron pin; thence on the arc of a curve to the right 57.65 feet (radius = 175 feet) to a 5/8 inch iron pin; thence North 24° 14' 57" East 52.69 feet to a 5/8 inch iron pin; thence on the arc of a curve to the right 106.42 feet (radius = 92.58 feet) to a 5/8 inch iron pin; thence South 81° 53' 30" East 52.51 feet to a 5/8 inch iron pin; thence North 59° 46' 00" East 47.97 feet to a 5/8 inch iron pin on the Westerly right of way line of the State Highway; thence North 00° 12' 57" East along said highway right of way line 156.35 feet to a 5/8 inch iron pin on the Southerly right of way line of Keller Road, from which the Northeast corner of said Section 13 as marked by a bolt in the center line of the said State Highway is North 00° 12' 57" East 46.47 feet and North 89° 57' 28" East 30.00 feet; thence North 89° 22' 32" West along the Southerly right of way line of said Keller Road 2634.15 feet to the point of beginning. The bearings of the above described tract is based on Tract 1020 - Third Addition to Sunset Village.

EXCEPTING THEREFROM all that portion lying within the Country Green Subdivision and the Irrigation Canal.

STATE OF OREGON: COUNTY OF KLAMATH :ss  
I hereby certify that the within instrument was received and filed for record on the 8th day of June A.D., 1983 at 2:48 o'clock P.M.

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for record on the 18th day of December A.D., 1984 at 2:29 o'clock P.M., and duly recorded in Vol. M84, of Deeds on page 21072.

EVELYN BIEHN, COUNTY CLERK

by: Ann Smith, Deputy

Fee: \$13.00