

**MORTGAGE**

THIS MORTGAGE, Made and entered into this 30th day of April, A.D., 1995.  
 by and between Ray W. Yarrow and Velma R. Yarrow, husband and wife  
 of P.O. Box 222, Bly, Oregon MORTGAGOR  
 and Mary M. Yarrow  
 of 12005 Running Deer Lane, Missoula, MT MORTGAGEE

WITNESSETH: That said Mortgagor....., for and in consideration of the sum of Thirty thousand  
 and no/100-----Dollars (30,000.00)  
 in hand paid by said Mortgagee....., receipt of which is hereby acknowledged, do..... hereby mortgage and confirm unto the  
 said Mortgagee....., her heirs, executors, administrators and assigns forever, the hereinafter described Real Estate, situate,  
 lying and being in the County of Klamath, State of Oregon, to-wit:

Lot 5, Block 5, Tract No.1093, Pinecrest, in the County of  
 Klamath, State of Oregon

Code 113 Map 3614 30D0 Tax Lot 6000

Return: Marsillo, Tornabene, Schuyler & McKenna P.L.L.C.  
 103 South 5th East  
 Missoula, MT 59801

Together with all and singular the tenements, hereditaments, appurtenances, easements and all other rights belonging or in anywise appertaining thereto,  
 unto the said Mortgagee..... and her heirs, executors, administrators and assigns.

The said Mortgagor..... represent..... to and covenant with the said Mortgagee..... and her heirs, executors, administrators and assigns that  
the Y will WARRANT and defend said premises against the lawful claims of all persons whomsoever, and the said Mortgagor..... each hereby relinquish all  
 right of dower and all right of homestead, accruing or to accrue, in and to all of said premises, and the said Mortgagor..... hereby covenant..... with the said  
 Mortgagee..... that they are lawfully "seized" and in possession of said premises and the same is free from all encumbrances excepting  
none

Provided Always, That these presents are upon the express condition that if said Mortgagor..... their heirs, executors, administrators and assigns  
 shall pay or cause to be paid to the said Mortgagee..... and her heirs, executors, administrators and assigns, the full sum of  
twenty-five thousand and no/100-----DOLLARS according to

the tenor and effect of that certain promissory note or obligation secured hereby, a copy of said note or obligation being as follows:

\$ 25,000.00 Missoula Montana, April 30 1995  
For value received, I hereby promise to pay to the order of Mary M. Yarrow the sum of  
Twenty-five Thousand and no/100 DOLLARS.  
payable as follows:  
\$200 per month starting on May 25, 1995 and \$200 on the 25th of each  
month thereafter until May 25, 2000, when full payment of principle  
and interest shall be due.  
\$19 \$19 \$19 \$19 \$19 \$19  
\$19 \$19 \$19 \$19 \$19 \$19  
\$19 \$19 \$19 \$19 \$19 \$19  
without grace, until principal and interest is fully paid; together with interest thereon at the rate of seven (7%) per cent per annum from  
date hereof until maturity, all payable in Legal Tender of United States of America; interest payable monthly on all unpaid balances up to such date.

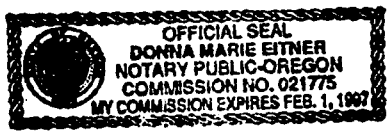
All of the above sums are payable at the office of Mary M. Yarrow in the city of Missoula Montana. And in default of  
payment of any of said sums in full of both principal and interest, at the time same becomes due and payable, the whole of each and all of  
said unpaid sums, both principal and interest, may become immediately due and payable, at the option of the holder hereof without notice.  
I will also pay to the holder any expense to which it may be put in the collection or attempted collection of principal and interest. In case  
action is brought to collect this note, I agree that the venue of such action may be laid in Missoula County, Montana, and that the  
action may there be maintained without regard to the residence of defendants, and that in any action brought hereupon I will pay such sum as  
the court may adjudge reasonable as attorney's fees. Each and every party signing or endorsing this note hereby waives presentment, demand,  
protest and notice of non-payment thereof, and declares himself bound thereon as a principal and not as a surety.  
Address P.O. Box 222, Bly, Oregon Ray W. Yarrow 19  
Delma R. Yarrow 19

Then these presents to be void, otherwise to be and remain in full force and effect.  
It is hereby agreed that if the Mortgagor S. or maker or makers of the obligation secured by this indenture shall fail to pay the principal or any interest as the  
same becomes due, or any taxes or assessments or insurance as required, or otherwise fail to comply with any or all of the conditions of this mortgage, then all of  
said debt secured hereby shall become due and collectible, and all rents and profits of said property shall then immediately accrue to the benefit of the said Mortgagee...  
and this mortgage may be foreclosed for the full amount, together with costs, taxes, insurance, cost of abstract of title or title insurance, attorney's fees, and any and all  
other sums advanced or expense incurred on account of the said Mortgagor S., for whatever purpose, and any and all advances shall draw interest at the rate of ten  
per cent per annum and be liens under this indenture.

release of this mortgage is to be made at the expense of the Mortgagor S. on full payment of indebtedness secured thereby.  
IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seal S. the day and year first  
above written.  
Ray W. Yarrow (Seal) Velma R. Yarrow (Seal)  
Ray W. Yarrow (Seal) Velma R. Yarrow (Seal)

STATE OF MONTANA } ss.  
County of Klamath }  
On this 30th day of April in the year A.D. 1995, before me, the undersigned, a Notary Public for the State of Montana,  
personally appeared Ray W. Yarrow and Velma R. Yarrow  
known to me personally to be the person S. whose name s are subscribed to the within instrument, and acknowledged to me that t he y  
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial  
Seal the day and year first above written.  
Donna Marie Eitner  
Notary Public for the State of Montana  
Residing at Bly, Oregon  
My Commission expires Feb 1, 1997



STATE OF OREGON: COUNTY OF KLAMATH: ss.  
Filed for record at request of the 29th day  
of June A.D. 1995 at 1:49 o'clock P.M., and duly recorded in Vol. M95  
of Mortgages on Page 17009  
Bernetha G. Letsch County Clerk  
By Annette Mueller  
FEE \$15.00

TN 2225

QUITCLAIM DEED—STATUTORY FORM  
INDIVIDUAL GRANTOR

NELLIE D. PATTERSON, a single woman Grantor,  
releases and quitclaims to NELLIE D. PATTERSON, Trustee or Successor Trustee under  
Declaration of Trust dated June 13, 1995 and amendments thereto  
Grantee, all right, title and interest in and to the following described  
real property situated in Klamath County, Oregon, to-wit:

The East one-half (1/2) of the West one-half (1/2) of the  
Southwest one-quarter (1/4) of Section 31, Township 35 South,  
Range 12 East of the WILLAMETTE MERIDIAN, Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The true consideration for this conveyance is \$ None (Here comply with the requirements of ORS 93.030)

Dated this 13th day of June, 1995.

*Nellie D. Patterson*  
NELLIE D. PATTERSON

STATE OF OREGON, County of ) ss.  
Personally appeared the above named

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

Before me: Notary Public for Oregon—My commission expires:

(OFFICIAL SEAL)

## QUITCLAIM DEED

NELLIE D. PATTERSON GRANTOR  
NELLIE D. PATTERSON, GRANTEE  
Trustee

GRANTEE'S ADDRESS, ZIP

After recording return to:

RICHARD J. SCHWERING  
7373 University Ave., #120  
La Mesa, CA 91941-6074

NAME, ADDRESS, ZIP

Until a change is requested, all tax statements  
shall be sent to the following address:

NELLIE D. PATTERSON  
519 CENTER ST  
CHULA VISTA CA 91910

NAME, ADDRESS, ZIP

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of

I certify that the within instru-  
ment was received for record on the  
day of 19  
at o'clock M., and recorded  
in book/reel/volume No. on  
page or as document/fee/file/  
instrument/microfilm No.  
Record of Deeds of said county.

Witness my hand and seal of  
County affixed.

NAME

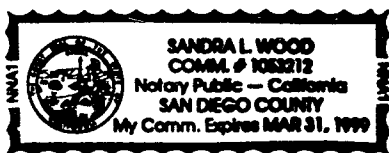
TITLE

By Deputy

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIACounty of SAN DIEGOOn June 13, 1995 before me, Sandra L. Wood  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Nellie D. Patterson  
Name(s) of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~ authorized capacity(~~ies~~), and that by ~~his~~ her ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sandra L. Wood  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: QUITCLAIM DEED - STATUTORY FORMDocument Date: June 13, 1995 Number of Pages: 1Signer(s) Other Than Named Above: None

## Capacity(ies) Claimed by Signer(s)

Signer's Name: NELLIE D. PATTERSON

- ☒ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 29th day  
 of June A.D., 19 95 at 1:49 o'clock P M., and duly recorded in Vol. M95  
 of \_\_\_\_\_ Deeds on Page 17011

Bernetha G. Letsch County Clerk  
 By Annette Mueller

FEE \$35.00