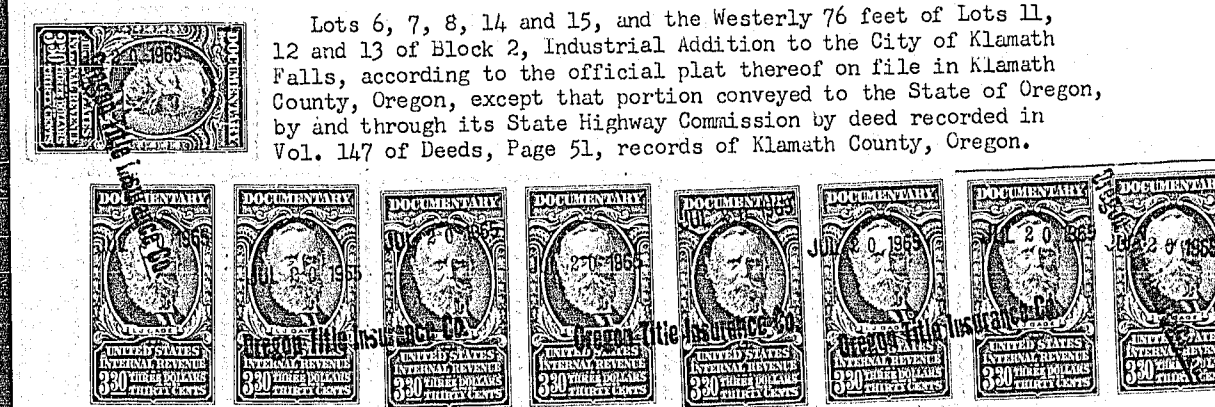


WARRANTY DEED TO CREATE ESTATE IN THE ENTIRETY 99045 Var H 65 Page 118
This Indenture Witnesseth, THAT TROY V. COOK and RUTH H. COOK, husband and wife,

hereinafter known as grantors, for and in consideration of the sum of -- Ten and no/100-- Dollars, to them paid, have bargained and sold, and by these presents do grant, bargain, sell and convey unto WILSON S. WILEY, JR. and WILMA WILEY, husband and wife, the following described premises, situated in Klamath County, Oregon, to-wit:



TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as an estate by the entirety. And the said grantors do hereby covenant, to and with the said grantees, and their assigns, that they are the owners in fee simple of said premises; that they are free from all incumbrances,

and that they will warrant and defend the same from all lawful claims whatsoever, except those above mentioned.

IN WITNESS WHEREOF, They have hereunto set their hands and seals this 11th day of April, 1961.

STATE OF OREGON, County of Klamath

BE IT REMEMBERED, That on this day of April, A. D. 1961 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Troy V. Cook and Ruth H. Cook, his wife, who are known to me to be the identical persons 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 official seal the day and year last above written.



STATE OF OREGON, COUNTY OF KLAMATH; ss.
Filed for record at request of Oregon Title Insurance Co.
this 20 day of July, A.D. 1965 at 3:15 P.M. and
duly recorded in Vol. H 65, of Deeds, at Page 118
DOROTHY ROGERS, County Clerk
By Susan M. Boulton

Fee 1.50

4571st 902-4751
Oregon Title Insurance Co.

99046 Var H 65 Page 119
MORTGAGE

THIS INDENTURE of mortgage made this 16th day of July, 1965, by and between Wilson S. Wiley, Jr. and Wilma I. Wiley, as husband and wife

hereinafter called the mortgagor, (whether one or more) and UNITED STATES NATIONAL BANK OF OREGON, a national banking association, hereinafter called the mortgagee,

WITNESSETH:

That the mortgagor, in consideration of the sum of Thirty Five Thousand and 00/100 (\$35,000.00) dollars received from the mortgagee, does hereby grant, bargain, sell and convey to said mortgagee, its successors and assigns forever, all of that certain property situated in the City of Klamath Falls, County of Klamath, State of Oregon, and described as follows, to-wit:

Tract 1:

Lot 9 in Block 2, Excepting that portion conveyed to State of Oregon, recorded November 21, 1946 in Deed Volume 199 at page 7.

Lot 11, in Block 2, Excepting the Westerly 76 feet thereof and all of lot 10 in Block 2, Industrial Addition to Klamath Falls, Oregon.

Tract 11:

Lots 6, 7, 8, Block 2, Excepting that portion conveyed to State of Oregon, recorded April 27, 1942 in Deed Volume 147 at page 51. Lots 12 and 15 and the Westerly 76 feet of Lots 11, 12, 13 in Block 2, Industrial Addition to Klamath Falls, Oregon. Lots 16 and 17 in Block 2, Industrial Addition to Klamath Falls, Oregon.

All in the City of Klamath Falls, Oregon

together with all and singular the privileges, tenements, hereditaments and appurtenances now or hereafter thereunto belonging, or in any wise appertaining, including, but not limited to, any and all party wall agreements, easements, rights of way, water rights and all other rights and privileges owned or enjoyed by the mortgagor with respect to said property or any part thereof, whether or not appurtenant thereto.

TO HAVE AND TO HOLD, said property unto said mortgagee, its successors and assigns, forever.

And said mortgagor does hereby covenant to and with said mortgagee, its successors and assigns, that said mortgagor is lawfully seized in fee simple of the property above described; that said property is free and clear of all liens and encumbrances of every nature and kind whatsoever, and that said mortgagor will forever warrant and defend the same unto the said mortgagee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

The condition of this conveyance is such that whereas said mortgagee has actually loaned and advanced to said mortgagor, and said mortgagor has received the just and full sum of Thirty Five Thousand and 00/100 (\$35,000.00) dollars, to be repaid according to the terms of one principal note of even date executed by the mortgagor for Thirty Five Thousand and 00/100 (\$35,000.00) dollars, and repayable 120 monthly installments at \$389.00 or more

the unpaid balance of principal and interest, if any then remains unpaid, to be due and payable ten (10) years from date, and payable to the order of United States National Bank of Oregon at its Klamath Falls Branch, and bearing interest as in said note provided, and further providing for the payment of such sum as the court shall adjudge reasonable as attorneys' fees in case of suit or action thereon, and said mortgagee may, at its sole option, make further advances to the mortgagor not exceeding (original loan and future advances) at any one time the aggregate principal sum of Thirty Five Thousand and 00/100 (\$35,000.00) dollars and interest. The payment of any portion or the whole of said aggregate principal sum shall in no way affect the right of the mortgagee, at its option, to make further advances hereunder within said aggregate principal sum, to be secured by the lien of this mortgage.

NOW, THEREFORE, if the said mortgagor or mortgagor's heirs, successors or assigns, shall pay to said mortgagee, its successors or assigns, said sum of Thirty Five Thousand and 00/100 (\$35,000.00) dollars, with interest thereon, according to the tenor and effect of said note, and of any extensions or renewals thereof or of any