

the said mortgagees may designate, and will have all policies of insurance on said property made payable to the mortgagees as soon as insured; that they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of the said premises.

And that mortgagees shall release from this mortgage any parcel of land consisting of five acres or more upon the payment in cash to the mortgagees the sum of \$18.75 per acre and mortgagees shall satisfy this mortgage as it pertains to the lands so released. The mortgagees further shall apply said monies toward the annual payment due to the mortgagees by the mortgagors as evidenced by the promissory note hereinabove mentioned.

NOW THEREFORE, if said mortgagors shall keep and perform the covenants herein contained and shall pay said note according to its terms, or within thirty (30) days from the date due, 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; it being agreed that a failure to perform any covenant herein; or if 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 or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagors shall fail to pay any taxes or charges or any lien or encumbrance or insurance premiums 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, without waiver, however, of any right arising to the mortgagees for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagees at any time while

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the mortgagors neglect to repay any sums so paid by the mortgagees. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note shall be included in the lien of this mortgage. It is expressly agreed between the parties hereto that this is a purchase money mortgage and that the mortgagors shall not be liable for any deficiency that may arise from the foreclosure on the above described property.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs and assigns of the mortgagors and of said mortgagees respectively.

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

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands the day and year first above written.

E. Tharabon
Agnes Tharabon
Edwin J. Walker
Blair Walker
STATE OF OREGON)
County of Klamath) ss July 21, 1965
Personally appeared ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXX~~ EDWIN J. WALKER and BLAIR WALKER, and acknowledged the foregoing instrument to be their voluntary act and deed.
Allen O. Goodwin
NOTARY PUBLIC FOR OREGON
My Commission expires: 11/25/68

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