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THIS MORTGAGE, Made this 1 day of September, 19 65,
by E. C. PORTER, a single man

to Ganong, Ganong & Gordon, a copartnership consisting of William
Ganong, William Ganong, Jr., & Ernest F. Gordon
WITNESSETH, That said mortgagor, in consideration of ONE THOUSAND FIVE HUNDRED
and NO/100 (\$1,500.00) Dollars, to him paid by said mortgagee, does hereby

grant, 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:

PARCEL 1: All of Tract 5 and all that portion of Tract 12, ALTAMONT SMALL FARMS, according to the recorded plat thereof, more particularly described as follows: Beginning at a point on the North line of said Tract 12 which is West a distance of 250.0 feet from the Northeast corner thereof; thence South, parallel with the East line of said Tract, a distance of 200.0 feet to a point; thence East, parallel with the North line of said Tract, a distance of 250.0 feet to the East line of said Tract; thence South, along said East line, a distance of 120.0 feet to the Southeast corner thereof; thence West, along the South line of said Tract a distance of 643.2 feet to the Southwest corner thereof; thence North, along the West line of said Tract, a distance of 330.0 feet to the Northwest corner thereof; thence, East, along the North line of said Tract a distance of 393.2 feet, more or less, to the point of beginning.

PARCEL 2: All that portion of Tract 12, of ALTAMONT SMALL FARMS, according to the recorded plat thereof, more particularly described as follows: Beginning at a point which is 10.0 feet South and 393.2 feet East of the Northwest corner of said Tract 12; thence East parallel to the North line of said Tract 12, a distance of 150.0 feet to a point which is 10.0 feet South and 100.00 feet West of the Northeast corner of said Tract 12; thence, South, parallel with the East line of said Tract, a distance of 100.0 feet to a point; thence, East, parallel with the North line of said Tract, a distance of 100.0 feet to the East line thereof; thence, South, along said East line, a distance of 100.00 feet to a point; thence, West, parallel to the North line of said Tract, a distance of 250.00 feet to a point; thence, North, parallel with the East line of said Tract, a distance of 200.0 feet to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto 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 promissory note, of which the following is a substantial copy:

Substantial copy of which is marked Exhibit "A" which is attached hereto as though set out herein in full and made a part of this Mortgage.

And said mortgagor covenants 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 forever defend 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 taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage 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 to the lien of this mortgage; that he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the

insurable sum of \$ value in such company or companies as the mortgagee may designate, 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 insured; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

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Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) according to its terms, 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(s); 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 mortgagee shall have the option to declare the whole amount unpaid on said note(s) or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his 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(s) without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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 of the mortgagee, 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 construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so 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 hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

Executed in the presence of

E. C. Porter (SEAL)

(SEAL)

(SEAL)

(SEAL)

MORTGAGE

(FORM No. 165A)

TO

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 , Record of Mortgages of said County.

Witness my hand and seal of County affixed.

County Clerk—Recorder.

By Deputy.

STEVENS LAW PUB. CO., PORTLAND

*Return to
Eugene R. White
533 Main
City*

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 1 day of September, 19.65, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *E. C. Porter*,

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Clyde McAllister

Clyde McAllister
Notary Public for Oregon.

My Commission expires Jan. 7, 1958

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PROMISSORY NOTE

1472

\$1,500.00

Klamath Falls, Oregon, August _____, 1965

On or before September 1, 1967, after date, each of the undersigned promises to pay to the order of Ganong, Ganong & Gordon, a copartnership consisting of William Ganong, William Ganong, Jr., and Ernest F. Gordon at Klamath Falls, Oregon, ONE THOUSAND FIVE HUNDRED and NO/100 (\$1,500.00) DOLLARS, with interest thereon at the rate of six percent per annum from September 1, 1965, until paid. Interest to be paid at maturity and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

(S&g) E. C. Porter

EXHIBIT "A"

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Klamath County Title Co. _____

Subscribed and sworn to before me this _____ Sept.

65 4:11 P.M. and

Filed for record in Vol. 4-65

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Fee \$4.50

Notary Public, County of Klamath, Oregon

[Signature]