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FORM No. 105A—MORTGAGE—One Page Long Form.

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THIS MORTGAGE, Made this 7th day of June, 19 63
by William R. Bradshaw an d Patricia R. Bradshaw Mortgagor,
to Phil H. Tupper Gdn. of the Estate of Marvin Tupper Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Four thousand five hundred ($4,500.00) 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:

Lot 22, Block 36, Hot Springs Addition to the City of Klamath Falls, Oregon

Subject to first mtge. in favor of Federal Savings and Loan Association of Klamath Falls, Oregon

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 a promissory note, of which the following is a substantial copy:

$ 4,500.00 June 7, 1963, 19

90 days after date, for value received, I promise to pay to the order of Phil H. Tupper, gdn of the Estate of Marvin Tupper at Klamath Falls, Oregon

Four thousand five hundred and no/100 - - - - - - - - - - - - DOLLARS, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 8 per cent. per annum from date 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. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum in like lawful money, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

W. R. Bradshaw

No.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

FORM No. 216—NOTE.

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 sum of $ 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, if 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 costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, 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

Patricia K. Bradshaw (SEAL)

William K. Bradshaw (SEAL)

(SEAL)

(SEAL)

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON, } ss.

County of Klamath

I certify that the within instrument was received for record on the 9th day of November, 1965, at 1:10 o'clock P.M., and recorded in book M-65 on page 3494, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk—Recorder.

By Carolyn [illegible] Deputy.

Fee $3.00

STEVENS-NESS LAW PUB. CO., PORTLAND

~~R K Puckett~~
~~First Fed Bldg~~
Ret Richard Beesley
538 MAIN

STATE OF OREGON, } ss.

County of Klamath

BE IT REMEMBERED, That on this 7th *day of* June, 1963, *before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named* William K. Bradshaw and Patricia K. Bradshaw

known to me to be the identical individuals 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 affixed my official seal the day and year last above written.

SANDRA G. WEBB NOTARY PUBLIC STATE OF OREGON

Sandra G. Webb

Notary Public for Oregon.

My Commission expires 1-11-66

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STATE OF OREGON, }
County of Klamath } ss

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Filed for record at request of:

Wayne Blair- First Nat'l Bank

on this 19 day of August A.D. 19 66

at 2:30 o'clock P M. and duly

recorded in Vol. M-66 of Mortgages

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DOROTHY ROGERS, County Clerk

Fee 4.50 Collect By Evelyn Biehn Deputy

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