A-18356

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

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THIS MORTGAGE, Made this 1st *day of* March, *19* 67,

by Rega D. Freeman and Maryallice Freeman, husband and wife, *Mortgagor,*

to Meryl Creek Cattle Co., a partnership consisting of Harry Obenchain and Madison Obenchain, *Mortgagee,*

WITNESSETH, That said mortgagor, in consideration of - - Five Thousand and 00/100 - - *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:*

SE¼SW¼ of Section 29, Township 35 South, Range 14, E. W. M.;
NE¼NW¼, NW¼NE¼ of Section 19, Township 35 South, Range 14, E.W.M.;
NW¼, W½NE¼ of Section 20, Township 35 South, Range 14, E. W. M.

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:~~

This mortgage is given as additional security for performance of that certain contract of sale dated May 10, 1965, recorded June 3, 1965, in Deed Volume 362 at page 176, Records of Klamath County, Oregon, wherein Mortgagee is Vendor and Mortgagors are Vendees. That Mortgagee released from the lien of the contract certain parcels of real property which Mortgagors traded for the above parcels of real property. That a default on the payment and performance of said contract of sale will also be deemed a default herein. That upon full payment and performance of said contract of sale this mortgage will be released.

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, principal and interest, according to the terms thereof; that while any part of said note 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 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; 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. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note 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; it being agreed that a failure to perform any covenant herein, or if a pro-
ceeding 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 or on this mortgage at once due and payable, and this mortgage may be fore-
closed 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 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 mort-
gagee 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,
after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

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 gramatical 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.

Rega D. Freeman (SEAL)

Maryallice Freeman (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 6 day of April, 1967, at 4:37 o'clock P. M., and recorded in book M-67 on page 2465, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers
County Clerk—Recorder.

By [signature] Deputy.

Fee $3.00

STEVENS-NESS LAW PUB. CO., PORTLAND

Ganong, Ganong + Gordon

STATE OF OREGON, } ss.

County of Klamath

BE IT REMEMBERED, That on this 28 day of Feb ~~March~~, 19 67, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Rega D. Freeman and Maryallice Freeman, husband and wife,

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.

Ernest F Gordon
Notary Public for Oregon.

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My Commission expires 5-15-68

ERNEST F. GORDON NOTARY PUBLIC STATE OF OREGON