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THIS INDENTURE, Made this. (C) day of May ,19.67., between PHILIP J. SLADICH and LAVON SLADICH, husband and wife.	
as mortgagor S, and DON J. FRANKS, a widower.	
WITNESSETH, That the said mortgagor. S. for and in consideration of the sum of TWO. Thousand Nine Hundred Sixty Five and No/100 Dollars (\$2,965.00) to them paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee and	
paid by the said mortgagee, down the country of	
O'07' West 48 feet to the position of the cord, and those apparent SUBJECT TO: Easements and rights of way of record, and those apparent on the land; contracts, liens, assessments, rules and regulations for on the land; contracts, liens, assessments, rules and regulations of irrigation, drainage and sewage, and reservations and restrictions of record.	
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	
therefrom, and any and an interest of the term of this mortgage. TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee and assigns forever.	

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11110	o to socure the payment of
Thousand Nine Hundred Sixty Five and	No/100 Dollars
(\$.2.965.00) in accordance with the terms of	certain promissory note of which the
followingiS substantiallyB. copy to-wit:	
\$ 2,965.00 Klamath Fall	ls, Oregon May , 19 07
with interest thereon at the rate of 6 percent per in monthly installments of not less than \$ 35. monthly installments of not less than \$ 35. monthly and * finded in K June each month thereafter, until the whole sum, F ments is not so paid, the whole sum of both principal ar option of the holder of this note. If this note is placed in signed promises and agrees to pay the reasonable collect bergon, also promises to pay (1) holder's reasonable attorparts.	r annum from. May 10, 1967 until paid, payable 100 in any one payment; interest shall be paid payments above required; the first payment to be made 19 67, and a like payment on the 10th day of principal and interest has been paid; if any of said installation interest to become immediately due and collectible at the the hands of any attorney for collection, each of the underion costs of the holder hereof; and if suit or action is filed riney's fees to be fixed by the trial court and (2) if any aptriber sum as may be fixed by the appellate court, as the

This indenture is further conditioned upon the faithful observance by the mortgagor. S... of the following covenants hereby expressly entered into by the mortgagor. S..., to-wit:

That they are lawfully seized of said premises, and now hanve a valid and unincumbered fee simple title thereto, except as above set forth

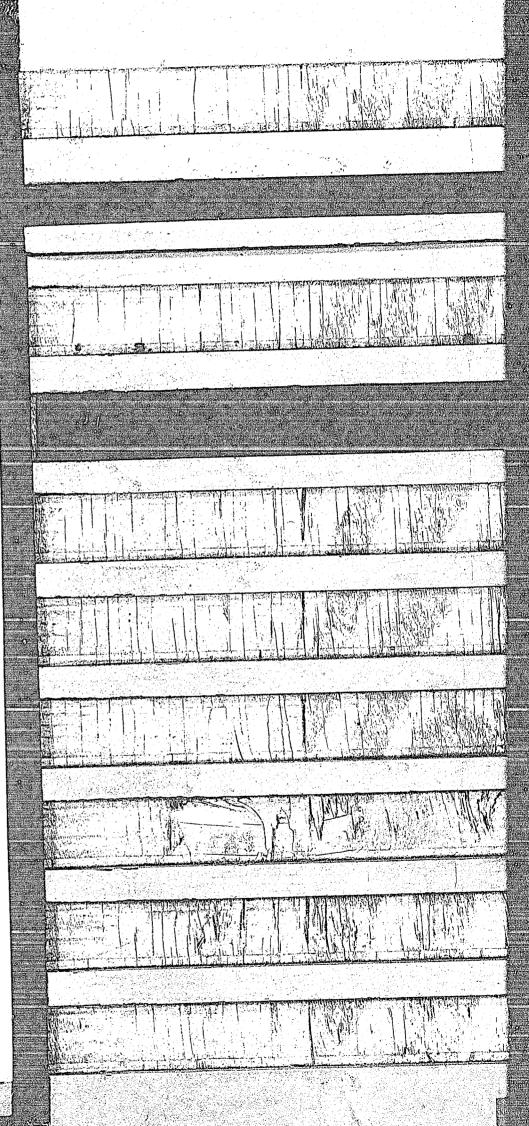
and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That they will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note.....;

That so long as this mortgage shall remain in force....they.....will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That.....they......will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. 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.

That so long as this mortgage shall remain in force. they will keep the buildings now erected, or any which may hereafter be erected on said premises insured against loss or damage by fire, with ex-



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NOW, THEREFORE, if the said mortgagor.s. shall pay said promissory note....., and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note..... in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note..... or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee...... the option to declare the whole amount due on said note....., or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagors... shall tail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee..... shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

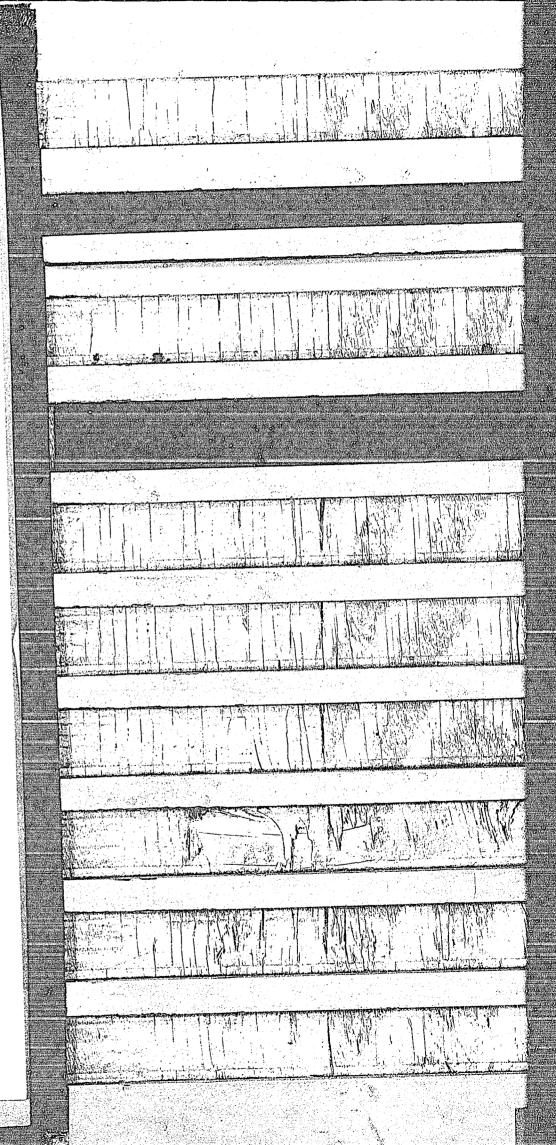
In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or 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, together with the reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

IN WITNESS WHEREOF, the said mortgagor S have hereunto set their hand S and seal S the day and year first above written.

Ghilipf Sladich. (SEAL) Lavon V Sladich (SEAL)

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STATE OF OREGON, County of Klamath BE IT REMEMBERED, That on this day of May , 19 67, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named PHILIP J. SLADICH and LAVON SLADICH, husband and wife,	
known to me to be the identical individual. So 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. Notary Public for Oregon. My Commission expires 9/23/69	
OF OREGON, ty of Klamath of OREGON, ty of Klamath certify that the within instrust received for record on the day of May at 2:26 o'clock P M, at 2:2	
TO TO TO TO TO TO STATE OF OREGON, County of Klamath County of Klamath I day of May 19 67, at 2:26 o'clock and recorded in book. M-6 page. 3694., Record of M of said County. Witness my hand and County affixed. Dorotbythogers Dorotbythogers SOM CAMST SAKKARE By Merries IAN MAKARE Fee 6.00 DON CAMST SAKKARE THE STATE OF OREGON, COUNTY AFFIXED. THE STATE OF OREGON, COUNTY OF COUNTY	
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