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THIS MORTGAGE, Made this 6th day of April, 1968,
by Winford G. Mauer and Janice M. Mauer, husband and wife, Mortgagee,
to Weyerhaeuser Klamath Federal Credit Union, a corporation, Mortgagee.

WITNESSETH, That said mortgagor, in consideration of Sixty Five Hundred Ninety One and 00/100 (\$6,591.00) 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:

A portion of the Northeast Quarter of the Northwest Quarter of Section 9, Township 39 South, Range 10 East of the Willamette Base and Meridian, lying North of the County Road (Pine Grove Road) in Klamath County, Oregon, and being more particularly described as follows:

Beginning at the point of intersection of the Section line and the Northerly right of way boundary of the County Road (Pine Grove Road) from which point the Quarter Section corner common to Sections 4 and 9, Township 39 South, Range 10 East of the Willamette Base and Meridian bears N. 89°55' E. a distance of 33.0 feet; thence following along said section line S. 89°55' W. a distance of 622.1 feet; thence S. 0°06' W. 438.3 feet to the aforesaid northerly right of way boundary of the County Road (Pine Grove Road); thence along the same to the point of beginning as follows: N. 76°35' E. 84.77 feet; thence 314.56 feet along the arc of a 490.87 foot radius highway curve to the left (long chord bears N. 58°13½' E. 309.21 feet; thence N. 39°52' E. 207.01 feet; thence 177.12 feet along the arc of a 316.48 foot radius highway curve to the right (long chord bears N. 55°58' E. 174.79 feet) to the point of beginning, containing 3.55 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter 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:

\$) 6,591.00 April 6th, 1968

For value received, I/We, jointly and severally, promise to pay to the Weyerhaeuser Klamath Federal Credit Union, or order, the sum of Sixty Five Hundred Ninety One and 00/100 Dollars with interest on unpaid balances at the rate of 3/4 of one per cent per month, payable in equal monthly installments of \$165.00 (including interest) and 00/100 Dollars; the first payment to be made on April 19, 1968 and a like amount every month thereafter until the full amount has been paid. Collateral: This Note is secured by Real Property Mortgage.

In case of any Default in payment as herein agreed, the entire balance of this Note shall become immediately due and payable, at the option of guarantor, severally waives presentment for payment, demand, protest and notice of protest and dishonor of the same.

It is further agreed by each party hereto, that in case payment shall not be made at maturity, he shall pay reasonable attorney's fees.

/s/ Winford G. Mauer

/s/ Janice M. Mauer

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 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 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 without waiver, however, of a 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, 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 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.

Winford G. Mauer
Janice M. Mauer

MORTGAGE

(FORM NO. 102A)

TO

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the 8th day of April 1968, at 3:59 o'clock P. M., and recorded in book M-68 on page 2752, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

Klamath County Clerk Title

Dorothy Rogers

Fee: 3.00

STEVENS-NEED LAW FIRM CO., PORTLAND, ORE.

Magdalen Klamath Federal Credit Union

P.O. Box 1199

Klamath Falls, Oregon

97601

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 6th day of April, 1968, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Winford G. Mauer and Janice M. Mauer, husband and wife.

Known to me to be the identical individual 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.

Edna Friedrich

Notary Public for Oregon.

My Commission expires Sept. 25, 1969