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

30431 VOL. M69 PAGE 2185

SK

THIS MORTGAGE, Made this .... day of March 19 69, by HENRY G. DILLENDER and AGNES H. DILLENDER, husband and wife, 3653 Lomina Ave., Long Beach, California 90808 Mortgagor, to MARCIA A. MAGNESS, married, her separate property, 2800 Mira Vista, Glendale, California Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Four Hundred and no/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:

TOWNSHIP 35 South, Range 12 East, W.M.

North ½ of North ½ of North ½ of Southeast ¼ of Northeast ¼ of Section 7 and that portion of North ½ of North ½ of North ½ of Southwest ¼ of Northwest ¼ of Section 8, laying west of the Sycan River.

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 one *promissory note....., of which the*

$400.00 Long Beach, California March 1969

Each of the undersigned promises to pay to the order of MARCIA A. MAGNESS, married, her separate property at 2800 Mira Vista, Glendale, California

Four Hundred and no/100 * DOLLARS, with interest thereon at the rate of 6 percent per annum from March 1, 1969 until paid, payable in monthly installments of not less than $25.00 in any one payment; XXXXXXXXXXXX including interest XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX the first payment to be made on the 15th/ day of April 1969, and a like payment on the 15th/ day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not 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 holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

Due (as above) , 19

At Glendale, California

x Henry G. Dillender

x Agnes Dillender

* Strike words not applicable. No.

FORM No. 217—INSTALLMENT NOTE (Oregon UCC). SSDE STEVENS-NESS LAW PUB. CO. PORTLAND

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 [illegible] 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.

19

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 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, 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.

x Henry G. Dillender

x Agnes H. Dillender

MORTGAGE
(FORM No. 105A)

HENRY G. DILLENDER and
AGNES H. DILLENDER

TO

MARCIA A. MAGNESS

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 26th day of March, 1969, at 11:16 o'clock A M., and recorded in book M-69 on page 2185, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm D. Milne
County Clerk Title.
By Anne ... Deputy.

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

Marcia A. Magness
2800 Mira Vista
Glendale, California

STATE OF ~~OREGON~~ CALIFORNIA } ss.
County of Los Angeles

BE IT REMEMBERED, That on this 14th day of March, 1969, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Henry G. Dillender and Agnes H. Dillender

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.

OFFICIAL SEAL
ROBERT M. BATES
NOTARY PUBLIC - CALIFORNIA
Principle office in Los Angeles Co.
My commission expires Sept 28, 1969

Robert M. Bates
Notary Public for ~~Oregon~~ California
My Commission expires