

SK 69-850 (MAD) 24th day of June, 1969.
 THIS MORTGAGE, Made this 24th day of June, 1969,
 by BURTON C. RUSSELL and JOY M. RUSSELL, Husband and Wife, Mortgagee,
 to JOHN E. STRAUSS and SHIRLEY M. STRAUSS, Husband and Wife, as Tenants by the
 entirety, Mortgagee.

WITNESSETH, That said mortgagor, in consideration of THREE THOUSAND TWO HUNDRED FIFTY
 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 cer-
 tain real property situated in Klamath County, State of Oregon, bounded and described as
 follows, to-wit: The North one-half of the South one-half of the Northwest one-quarter
 of the Southwest one-quarter and the Southwest one-quarter of the North-east one-
 quarter of the South-west one-quarter of Section 17, Township 35 South, Range 12 East
 of the Willamette Meridian, Klamath County, 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:

\$ 3,250.00 Brea, California June 24, 1969
 Each of the undersigned promises to pay to the order of JOHN E. STRAUSS and SHIRLEY M. STRAUSS,
 Husband and Wife, as Tenants by the entirety,
 at Brea, California
 THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 - - - - - DOLLARS,
 with interest thereon at the rate of six (6%) percent per annum from date hereof until paid, payable
 in monthly installments of not less than \$ 40.00 in any one payment; interest shall be paid
 monthly and ~~XXXXXX~~ the minimum payments above required; the first payment to be made
 on the 28th day of July, 1969, and a like payment on the 28th 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 on or before June 28th, 1978.
 At Brea, California
 * Strike words not applicable. No. _____
 Burton C. Russell
 Joy M. Russell

FORM No. 217—INSTALLMENT NOTE (Oregon UCC) 558E

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 pay-
 able 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 mort-
 gagee and then to the mortgagor as their respective interests may appear; all policies of such insurance shall be delivered to the mort-
 gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance now or hereafter placed on said buildings,
 to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said premises,
 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 satis-
 factory 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 title officers or searching agencies as may be deemed desirable by the mortgagee.

5790

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 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.

Burton C. Russell
Burton C. Russell
Joy M. Russell
Joy M. Russell

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 3rd day of July, 1969, at 11:14 o'clock A.M., and recorded in book M. 69 on page 5189, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Mr. D. Milne

County Clerk

By *Burton C. Russell*
Fee \$3.00 Title
United Calif. Bk.
Box 38, Calif.
3reen, 92421

STEVENSON LAW FIRM, CO., PORTLAND, ORE.

STATE OF ~~OREGON~~ California
County of Orange

BE IT REMEMBERED, That on this 1st day of July, 1969, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Burton C. Russell and Joy M. Russell

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.



OFFICIAL SEAL
ALETHA R. ROUNDY
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires March 13, 1972

Aletha R. Roundy
Notary Public for ~~Orange~~ California
My Commission expires March 13, 1972

19