

THIS MORTGAGE, Made this 22nd day of July, 1971, by
Thomas L. Gilmore and Janice A. Gilmore, husband and wife,
to Malvin A. Bixler and Vierlyn L. Bixler, husband and wife,

WITNESSETH, That said mortgagor, in consideration of the sum of \$11,637.25 Dollars
Six Hundred Thirty Seven and 25/100 - - - - -
to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto
the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns
and the heirs of the survivor of them, those certain premises situate in the County of Klamath
and State of Oregon, and described as follows, to-wit:

Tract 6, JUNCTION ACRES, EXCEPT that portion conveyed to the
State of Oregon in Deed Volume 108, page 287 and EXCEPT that
portion conveyed to Klamath County in Deed Volume 268, page
299, Records of Klamath County, Oregon,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-
wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed
or installed in or upon said described premises,

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of sur-
vivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of one certain promissory note in words
and figures substantially as follows:

\$ 11,637.25 Klamath Falls, Oregon July 22, 1971
Each of the undersigned promises to pay to the order of Malvin A. Bixler and Vierlyn L. Bixler,
and upon the death of any of them, then to the order of the survivor of them, at Ontario, Oregon
- - - Eleven Thousand, Six Hundred Thirty-Seven and 25/100 - - - - - DOLLARS,
with interest thereon at the rate of seven percent per annum from August 1, 1971, until paid, payable in
monthly installments, at the dates and in the amounts as follows: Not less than \$168.00 on
September 1, 1971, and not less than \$168.00 on the 1st day of each month there-
after;

Interest to be paid with principal and is included in the payments above required; said payments shall continue until the
whole sum hereof, principal and interest, has been paid; if any of said installments is not so paid, the whole sum of both principal and
interest shall 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 the reasonable collection costs of the holder hereof; and if
suit or action is filed hereof, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any
appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable
attorney's fees in the appellate court.
It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right
of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and
interest shall vest absolutely in the survivor of them.

s/ Thomas L. Gilmore
s/ Janice A. Gilmore

* Strike words not applicable.

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagor" shall include mortgagors; the
singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made,
assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagees"
shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because
it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of
survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests therein
given to the mortgagees shall vest forthwith in the survivor of them.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below);
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

And said mortgagor covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said
premises and has a valid, unencumbered title thereto EXCEPT a prior Mortgage to the State of Oregon, to
which this mortgage is second and junior.

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