

58015

THIS MORTGAGE, Made this 26th day of August, 1971, by  
DAVID G. NORTHUP and MADINE I. NORTHUP, husband and wife,  
to CHARLES W. MILLER and SHARON O. MILLER, husband and wife,

WITNESSETH, That said mortgagor, in consideration of the sum of Five Thousand and 00/100 (\$5,000.00) Dollars  
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:

The SW $\frac{1}{4}$  of Section 34, Township 34 South, Range 7 E. W. M., lying North and East  
of the Klamath Agency-Chiloquin Market Road,

AND, a tract of land in the SW $\frac{1}{4}$  of Section 34, Township 34 South, Range 7 East of  
the Willamette Meridian, described as follows:

Beginning at the Northeast corner of the SW $\frac{1}{4}$  of Section 34, Township 34 South,  
Range 7 E.W.M.; thence Westerly along the Northerly boundary of said SW $\frac{1}{4}$ , a distance  
of 428 feet to a point; thence South 23°03' East, a distance of 287 feet; thence South-  
easterly to an intersection with the Easterly boundary of said SW $\frac{1}{4}$  at a point 555.5  
feet South of the Northeast corner of said SW $\frac{1}{4}$ ; thence Northerly along said Easterly  
boundary, a distance of 555.5 feet to the point of beginning,

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:

\$ 5,000.00 Klamath Falls, Oregon August 26 19 71  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Charles W. Miller and  
Sharon O. Miller,  
and upon the death of any of them, then to the order of the survivor of them, at Oregon c/o U.S. National Bank, Chiloquin,  
DOLLARS.  
Five Thousand and 00/100  
with interest thereon at the rate of seven percent per annum from September 1, 1971, until paid, payable in  
annual installments, at the dates and in the amounts as follows: Not less than \$1,667.00 on September  
1, 1972; and not less than \$1,667.00 on the 1st day of each September thereafter;

balloon payments, if any, will not be refinanced; interest to be paid with principal and in addition to the payments above re-  
quired; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not  
so paid, all 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, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder  
hereof, and if suit or action is filed hereon, also promise 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 rea-  
sonable 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 in-  
terest shall vest absolutely in the survivor of them.

\* Strike words not applicable.

s/ David G. Northup

s/ Madine I. Northup

SN Stevens-Ness Law Pub. Co., Portland, Ore.

FORM No. 692—INSTALLMENT NOTE—Survivorship.

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 herein  
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 Trust Deed for Chiloquin Branch, U.S.  
National Bank, recorded Oct. 18, 1968, in M-68 at page 9354, to which this Mortgage  
is second and junior,