

KM

THIS MORTGAGE, Made this _____ day of _____, 19____,
by DONALD E. COLWELL and BARBARA B. COLWELL, husband
and wife, _____ Mortgagee,
to MARION DONALD BARNES and MARTHA CHRISTINA BARNES,
husband and wife, _____ Mortgagee,

WITNESSETH, That said mortgagor, in consideration of SEVENTEEN THOUSAND FIVE
HUNDRED THIRTEEN and 12/100----- 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: Lots 6 & 7 in Section 34, and Lot 2 and the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of
Section 35: all in Township 40 South, Range 10 East of the Willamette
Meridian, EXCEPTING right of way granted to Great Northern Railway
Company by deed recorded in Book 95, page 455, Deed Records of Klamath
County, Oregon, and EXCEPTING also that portion of said property conveyed
to United States of America by Deed recorded in Book 93, page 144, Deed
Records of Klamath County, Oregon:

SUBJECT TO: Mortgage dated March 10, 1969, recorded May 21, 1969, in
Book M-69 at page 2042, Records of Klamath County, to Federal
Land Bank of Spokane.

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
following is a substantial copy:

\$ 17,513.12 _____ Merrill, Oregon _____ February 1, 1972
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Marion
Donald Barnes or Martha Christina Barnes, husband and wife,
at Merrill, Oregon
Seventeen Thousand Five Hundred Thirteen and 12/100----- DOLLARS,
with interest thereon at the rate of 0 percent per annum from Feb. 1, 1972 until paid, payable in
annual installments of not less than \$2500.00 in any one payment; interest shall be paid annually and
in addition to the minimum payments above required; the first payment to be made on the 1st day of February
19____ and a like payment on the 1st day of ea. February thereafter, until the whole sum, principal and
interest has been paid; if any of said installments is not so paid, all 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, I/we promise and agree to pay holder's
reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an 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.
* Strike words not applicable.

/s/ Donald E. Colwell

/s/ Barbara B. Colwell

FORM No. 217—INSTALLMENT NOTE.

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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(s), principal and interest, according
to the terms thereof; that while any part of said note(s) 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(s) 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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the
sum of \$____ in such company or companies as the mortgagee may designate, and will have all policies of insur-
ance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said
premises to the mortgagee as soon as insured; 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.

FEB 8 10 43 AM 1972

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said notes(s) 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(s); it being agreed that a failure to perform any covenant herein, or if 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(s) 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(s) 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 costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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.

Executed in the presence of

Donald E. Colwell (SEAL)
Donald E. Colwell

Barbara B. Colwell (SEAL)
Barbara B. Colwell

(SEAL)

(SEAL)

MORTGAGE

(FORM No. 185A)

TO

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 8th day of FEBRUARY, 1972, at 10:43 o'clock AM, and recorded in book 2172 on page 1374, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE
County Clerk-Recorder.
By *William D. Milne*
FEE \$4.00
STEVENS LAW PUB. CO., PORTLAND
Deputy.

Return to
Wilbur S. Brice
Attorney at Law
Medford, Oregon 97503

STATE OF OREGON, } ss.
County of Klamath

BE IT REMEMBERED, That on this 31st day of January, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Donald E. Colwell and Barbara B. Colwell, husband and wife,

known to me to be the identical individual(s) 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.

William D. Brice
Notary Public for Oregon.
My Commission expires Oct. 29, 1975