

THIS MORTGAGE, Made this 7th day of November, 1972,
by HARRY B. MARSHALL and JEANNETTE MARSHALL, husband and wife,
to J. C. KENNEDY and RUBY N. KENNEDY, husband and wife,

hereinafter called Mortgagor,
hereinafter called Mortgagee,
WITNESSETH, That said mortgagor, in consideration of Two Thousand 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 prop-
erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Beginning at an iron pin on the Easterly right of way line of the
Rocky Point Road which marks the Northwest corner of Lot 26 of
FRONTIER TRACTS, a platted portion of Klamath County, Oregon; thence
North 89° 7' East along the Northerly line of said Lot 26 a distance
of 58.28 feet to an iron pin; thence North 0° 25' East 55 feet to an
iron pin; thence Westerly and parallel to the Northerly line of said
Lot 26 to the Easterly right of way line of Rocky Point Road; thence
South 20° 55' East along the Easterly right of way line of said Rocky
Point Road to the point of beginning, being a portion of the W 1/2 of
Section 10, Township 36 South, Range 6 East of the Willamette Meridian.

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 certain promissory note, described as follows: That certain
promissory note dated December 7, 1972 in the sum of \$2,000.00 payable by mortgagors
to mortgagees in monthly installments of \$100.00, including interest, the first payment
due on December 1, 1972.

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 except restrictions in Vol. 316, P. 571, Klamath County
Deed Records.

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 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 \$2,000.00
in such company or companies as the mortgagee may designate, and will have all policies of insurance 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 building and improve-
ments on said premises in good repair and will not commit or suffer any waste of said premises. 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 mort-
gage to secure the performance of all of said covenants and the payment of said note; if he fails to perform any covenant herein, or if pro-
ceedings 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 mortgagee shall fail to pay
any taxes or charges of any lien, encumbrances 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 by 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 such 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 con-
tained 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 prem-
ises 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.

Harry B. Marshall (SEAL)
Jeannette Marshall (SEAL)

STATE OF OREGON, } ss.
County of Jackson }
On this 7th day of November, 1972,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named
HARRY B. MARSHALL and JEANNETTE MARSHALL

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.

LILA ELLIOTT
NOTARY PUBLIC — OREGON
My Commission Expires 2-2-76

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year last above written.

Lila Elliott
Notary Public for Oregon.
My Commission expires 2-2-76

MORTGAGE

HARRY B. MARSHALL and
JEANNETTE MARSHALL
TO
J. C. KENNEDY and RUBY N.
KENNEDY

AFTER RECORDING RETURN TO
Escrow Dept. - U. S. Bank
P. O. Box 1107
Medford, OR. 97501

FEE \$ 2.00

STATE OF OREGON, } ss.

County of KLAMATH }

I certify that the within instru-
ment was received for record on the
10th day of November, 1972,
at 10:48 o'clock A.M., and recorded
in book M. 72 on page 12954
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

WM. D. MILNE
County Clerk—Recorder.
By Rayl Dray Deputy.

Docket No.

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)