

THIS MORTGAGE, Made this 1st day of September, 1972,
by DONALD L. LEMKE

hereinafter called Mortgagor,
to CARLO V. BARBISAN, RONALD B. Mac KENZIE and EUGENE L. TINKER
hereinafter called Mortgagees,

WITNESSETH, That said mortgagor, in consideration of TWENTY SIX THOUSAND DOLLARS
and no/100----- Dollars, to him paid by said mortgagees, does hereby grant,
bargain, sell and convey unto said mortgagees, 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:
The SW 1/4 NW 1/4 of Section 16, Township 39 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon

The mortgagees agree to release to the mortgagor not less than one acre
of land for each payment of \$350.00 upon the principal of the mortgage
value. Said released portion to be designated by 2 of the 3 mortgagees
but the mortgagor shall bear the expense of drawing the necessary deed
and legal description for the release of the same.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 mortgagees, his heirs, executors, administrators and
assigns forever.

This mortgage is intended to secure the payment of a certain promissory note, described as follows: principal amount
of \$26,000.00 dated September 1, 1972, wherein the named payees are Carlo V.
Barbisan, Ronald B. MacKenzie and Eugene L. Tinker and the named payors are
Donald L. Lemke and C.M. Stafford. Interest rate of 7% per annum from 9/1/72 &
quarterly payments of \$900.00 per month commencing 12/1/72 & a like payment on
the 1st of every 3rd

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than the purchase of
And said mortgagor further covenants to and with the mortgagees, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple
of said premises and has a valid, unencumbered title thereto no exceptions
And said mortgagor covenants to and with the mortgagees, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said
premises and has a valid, unencumbered title thereto no exceptions

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 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, with extended coverage,
in the sum of \$----- In a company or companies acceptable to the mortgagee, 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 improvements 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 mortgage to secure the performance of all of said covenants and the pay-
ment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose any lien on said prem-
ises 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 of any lien, encumbrances or insur-
ance 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 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 contained shall apply to and bind the
heirs, executors, administrators and assigns of said mortgagor and of said mortgagees 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 the day and year first above written.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or
(b) is not applicable; if warranty (a) is applicable, the mortgagee MUST
comply with the Truth-in-Lending Act and Regulation Z by making re-
quired disclosures; for this purpose, if this instrument is to be a FIRST
lien to finance the purchase of a dwelling, use S-N Form No. 1305 or
equivalent; if this instrument is NOT to be a first lien, use S-N Form
No. 1306, or equivalent.

Donald L. Lemke
Donald L. Lemke

STATE OF OREGON, County of Lane, 10-6, 1972.
Personally appeared the above named Donald L. Lemke, his
and acknowledged the foregoing instrument to be his voluntary act and deed.
Before me: Notary Public for Oregon
My commission expires: 1-1-74

(NOTARIAL SEAL)

MORTGAGE

Donald L. Lemke

TO

Carlo V. Barbisan, Ronald
B. MacKenzie and Eugene
L. Tinker

AFTER RECORDING RETURN TO

Anderson, Richmond & Owens
Attorneys at Law
933 Pearl Street
Eugene, Oregon 97401

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

PRE \$ 2.00

STATE OF OREGON,

County of Klamath

I certify that the within instru-
ment was received for record on the
1st day of DECEMBER, 1972,
at 10:49 o'clock A.M., and recorded
in book M. 72 on page 13801.
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

WM. D. MILNE

COUNTY CLERK Title.

By Deputy