

SK

THIS MORTGAGE, Made this 6th day of February, 1973,
by JOE VIGIL and GENEVA E. VIGIL, husband and wife
to DOUGLAS HOWSER and RUTH HOWSER, husband and wife

hereinafter called Mortgagor,
hereinafter called Mortgagee,
WITNESSETH, That said mortgagor, in consideration of One Thousand seven hundred and no/100 (\$1,700.00) 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 property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

See attached Legal Description - Exhibit "A"

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:

See attached Demand Note - Exhibit "B"

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, 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 payment 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 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 mortgagor 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 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 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 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.

JOE VIGIL (SEAL)
GENEVA E. VIGIL (SEAL)

STATE OF OREGON, County of Klamath, ss: February 6th, 1973

Personally appeared the above named Joe Vigil and Geneva E. Vigil
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Notary Public for Oregon
(NOTARIAL SEAL) My commission expires: 11-27-73

MORTGAGE

STATE OF OREGON,

County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and recorded in book _____ on page _____
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

County Clerk—Recorder.

By _____ Deputy.

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

TO

No.

AFTER RECORDING RETURN TO

Douglas Howser
6625 Eberlien
City

755A

OK 400

28. RESERVE FOR REGISTRAR	29. REGISTRAR SIGNATURE	30. REGISTRAR SIGNATURE	31. REGISTRAR SIGNATURE	32. REGISTRAR SIGNATURE	33. REGISTRAR SIGNATURE	34. REGISTRAR SIGNATURE	35. REGISTRAR SIGNATURE	36. REGISTRAR SIGNATURE	37. REGISTRAR SIGNATURE	38. REGISTRAR SIGNATURE	39. REGISTRAR SIGNATURE	40. REGISTRAR SIGNATURE	41. REGISTRAR SIGNATURE	42. REGISTRAR SIGNATURE	43. REGISTRAR SIGNATURE	44. REGISTRAR SIGNATURE	45. REGISTRAR SIGNATURE	46. REGISTRAR SIGNATURE	47. REGISTRAR SIGNATURE	48. REGISTRAR SIGNATURE	49. REGISTRAR SIGNATURE	50. REGISTRAR SIGNATURE	51. REGISTRAR SIGNATURE	52. REGISTRAR SIGNATURE	53. REGISTRAR SIGNATURE	54. REGISTRAR SIGNATURE	55. REGISTRAR SIGNATURE	56. REGISTRAR SIGNATURE	57. REGISTRAR SIGNATURE	58. REGISTRAR SIGNATURE	59. REGISTRAR SIGNATURE	60. REGISTRAR SIGNATURE	61. REGISTRAR SIGNATURE	62. REGISTRAR SIGNATURE	63. REGISTRAR SIGNATURE	64. REGISTRAR SIGNATURE	65. REGISTRAR SIGNATURE	66. REGISTRAR SIGNATURE	67. REGISTRAR SIGNATURE	68. REGISTRAR SIGNATURE	69. REGISTRAR SIGNATURE	70. REGISTRAR SIGNATURE	71. REGISTRAR SIGNATURE	72. REGISTRAR SIGNATURE	73. REGISTRAR SIGNATURE	74. REGISTRAR SIGNATURE	75. REGISTRAR SIGNATURE	76. REGISTRAR SIGNATURE	77. REGISTRAR SIGNATURE	78. REGISTRAR SIGNATURE	79. REGISTRAR SIGNATURE	80. REGISTRAR SIGNATURE	81. REGISTRAR SIGNATURE	82. REGISTRAR SIGNATURE	83. REGISTRAR SIGNATURE	84. REGISTRAR SIGNATURE	85. REGISTRAR SIGNATURE	86. REGISTRAR SIGNATURE	87. REGISTRAR SIGNATURE	88. REGISTRAR SIGNATURE	89. REGISTRAR SIGNATURE	90. REGISTRAR SIGNATURE	91. REGISTRAR SIGNATURE	92. REGISTRAR SIGNATURE	93. REGISTRAR SIGNATURE	94. REGISTRAR SIGNATURE	95. REGISTRAR SIGNATURE	96. REGISTRAR SIGNATURE	97. REGISTRAR SIGNATURE	98. REGISTRAR SIGNATURE	99. REGISTRAR SIGNATURE	100. REGISTRAR SIGNATURE
---------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------	--------------------------

1014

A-2

A:

FORM SC

1443

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Beginning at a point 564 feet west and 700 feet south of northeast corner of Lot 9 Sec. 7, T.35 S., R. 7 E., W.M.; Oregon, said point of beginning being in east line of Old Dalles-California highway right of way and 700 feet south of north line of said Lot 9; thence due west 511 feet, more or less, along south line of 100 foot lot owned by Charles Blair Knight by deed approved September 9, 1936, L-Adj. 13295 BDS, to the east lake shore line; thence southerly along said shore line approximately 374 feet to the north line of 1.78 acres M & B tract deeded to Abraham and Orpha Schonchin Blair, approved June 17, 1932, L-S 24523-32; thence east along said north line of M & B tract 517 feet to said east line of highway right of way; thence north along said right of way line 370 feet to point of beginning, containing 4.36 acres more or less, AND starting at a point on the west boundary of The Dalles-California highway, which is 9.17 chains west and 1.51 chains north of the quarter section corner in the center of section 7, Township 35 South, Range 7 East, Willamette, in Oregon; thence west 7.83 chains to the east bank of Upper Klamath Lake (which is also known as Agency Lake); thence in a northerly direction 2.28 chains along said lake; thence East 7.86 chains to a point on the west boundary of the right of way of The Dalles-California highway; thence south along said highway 2.28 chains to the point of beginning; being a tract of land containing 1.78 acres, more or less, all within Lot 10 sec. 7, T. 35S., R. 7 E, W.M., Oregon.

\$1,700.00 after May 15, 1973 Klamath Falls, Oregon February 6, 1973
 ON DEMAND (or if more than one maker) we, jointly and severally, promise to pay to the order of
 DOUGLAS HOWSER and RUTH HOWSER, husband and wife,
 One Thousand seven hundred and no/100 at Klamath Falls, Oregon
 with interest thereon at the rate of 0 percent per annum from until paid; interest to be paid
 an attorney for collection, I/we promise and agree to pay the 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.

JOE VIGIL
 GENEVA E. VIGIL

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Douglas Howser

this 8th day of February A.D., 1973 at 11:33 o'clock A.M., and duly recorded in
 Vol. M73 of Mortgages on Page 1442

Fee \$4.00

WM. D. MILNE, County Clerk

By *Rebecca Campbell*

21. PHOTICIAN	22. MAILING ADDRESS	23. REGISTRATION ADDRESS	24. REGISTRATION ADDRESS	25. REGISTRATION ADDRESS	26. REGISTRATION ADDRESS	27. REGISTRATION ADDRESS	28. REGISTRATION ADDRESS	29. REGISTRATION ADDRESS	30. REGISTRATION ADDRESS

A-2

A-2

C/11-8-2

C/11-8-2

C/11-8-2

C/11-8-2

C/11-8-2

STATE OF OREGON
 COUNTY OF

Personally app

who, being duly sworn

of Western Bank

of said corporation by