

[illegible]

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a) ~~for the purpose of financing the purchase of real property~~

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 a 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 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 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 mortgagor 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 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, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

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.

If mortgagor is not in default and has fully performed the covenants contained herein, including, but not limited to, the payment of sums due under the above described note, and if the above described property is subdivided, mortgagee agrees to release from this mortgage any portion thereof upon being paid a price equal to \$333.00 per lot.

All insertions and deletions on this form were made prior to execution hereof

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Joe L. Keller
Rosie A. Keller

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

MORTGAGE

(FORM NO. 105A)

TO

STATE OF OREGON,

County of

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 _____ filing fee number _____ Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title.

By _____ Deputy.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Re: Mortgages
6640 Keller Rd
City

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this _____ 1st _____ day of _____ March _____, 19 73, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Joe. L. Keller and Rosie A. Keller

known to me to be the identical individuals 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.

Amedeo E. Guimaraes
Notary Public for Oregon.
My Commission expires Aug. 5, 1974

(SEAL)

A tract of land situated in the SW $\frac{1}{4}$ of Section 12, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a 2-inch by 36-inch iron pipe, marking the initial point of "TRACT 1020", said point being South 1421.62 feet and East 620.16 feet from the west one-fourth corner of said section 12; thence along the easterly boundary of said Tract 1020, N53°53'37"E 210.00 feet; thence northwesterly on the arc of a curve to the right (radius = 3534.72 feet, central angle = 00°23'40" and long chord bears N35°54'23"W 24.33 feet) 24.33 feet; thence N58°56'55"E 270.78 feet; thence N56°42'31"E 70.56 feet; thence N51°36'06"E 91.03 feet; thence N45°49'40"E 91.03 feet; thence N40°04'17"E 91.03 feet; thence N33°42'48"E 109.40 feet; thence N28°21'15"E 60.00 feet; thence N23°04'40"E 106.54 feet to the most southerly corner of TRACT 1037 (5th Addition to Sunset Village); thence along the easterly line of said Tract 1037: N16°48'42"E 91.38 feet; N11°06'27"E 88.75 feet; N05°29'10"E 88.76 feet; N01°20'16"E 42.25 feet; North 366 feet, more or less, to the north line of the SW $\frac{1}{4}$ of said section 12; thence easterly along said line 565 feet, more or less, to its intersection with the centerline of an existing drain ditch; thence S02°35'00"E along the centerline of said ditch 1250 feet, more or less, to its intersection with the centerline of a drain ditch from the east; thence southwesterly along the centerline of the drain from the east 1200 feet, more or less, to its intersection with the northerly right-of-way line of the U.S.D.R. "A" canal; thence northwesterly along said right-of-way line 750 feet, more or less, to the point of beginning, containing 33.5 acres, more or less, and the bearings of the above described tract of land based on "TRACT 1020".

EXHIBIT "A"

STATE OF OREGON,
County of Klamath

Filed for record at request of

TRANSAMERICA TITLE INS. CO

on this 27th day of March A.D. 19 73
at 1:04 o'clock P.M. and duly
recorded in Vol. M 73 of MORTGAGE
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Wm. J. Milne, County Clerk

By *Glenn D. Day* Deputy

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