

THIS MORTGAGE, Made this 18th day of October, 1973,
by DONALD R. QUALLS and KAREN K. QUALLS, husband and wife Mortgagor,
to PACIFIC WEST MORTGAGE CO., an Oregon corporation Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FOUR 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 property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Beginning at the intersection of the South line of Rose Street and the West line of Prospect Street; thence South along the West line of Prospect Street 157 feet for the true point of beginning; thence N. 58° 10' W. 98.6 feet; thence Southwesterly 40 feet along the Easterly line of closed Roosevelt Street to 9th St., thence Southeasterly along 9th Street 110 feet; thence Northeasterly 37 feet to Prospect Street; thence 19.5 feet North along Prospect St., to the point of beginning, less portion described in Deed Vol. 81 page 338, being a portion of Lot 2 in Block 18 in First Addition to the City of Klamath Falls, Oregon.

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 promissory note, of which the following is a substantial copy:

\$ 4,000.00
I (or if more than one maker) we, jointly and severally, promise to pay to the order of PACIFIC WEST MORTGAGE CO., an Oregon corporation at Stayton, Oregon DOLLARS,
FOUR THOUSAND AND NO/100---
with interest thereon at the rate of 9 3/4 percent per annum from 10/18/73 until paid, payable in monthly installments, at the dates and in amounts as follows: 59 monthly installments of \$52.31 with first payment due on or before 11/18/73 and the same amount each month thereafter until 10/18/78 when any remaining principal plus interest shall be due and payable.

balloon payments, if any, will not be refinanced; interest shall be paid monthly and is included in the payments above required, which shall continue until this note, principal and interest, is fully 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 the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

/s/ Donald R. Qualls
/s/ Karen K. Qualls

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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or the mortgage secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said premises the mortgagee may procure the same at mortgagor's expense; 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. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

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The mortgage warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 primarily for mortgagee's personal, family, household or agricultural purposes (see Important Notice below),
 for an organization or (even if mortgagee is a natural person) are for business or commercial purposes other than
 agricultural purposes.

Now, therefore, if said mortgagee 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 pro-
 ceeding 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 fore-
 closed at any time thereafter. And if the mortgagee 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 mortgagee at any time while the mortgagee 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 mortgagee agrees to pay all reasonable costs incurred by the mort-
 gagee 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 mortgagee 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 mortgagee 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 mortgagee 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 mortgagee has hereunto set his hand the day and year first above
 written.

Karen L. Qualls
+ Donald R. Qualls

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not ap-
 plicable; if warranty (a) is applicable and if the mortgagee is a creditor, as 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-
 Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-
 Form No. 1306, or equivalent.

MORTGAGE

(FORM NO. 100A)

Donald R. Qualls et ux

TO

Pacific West Mortgage

Co.

STATE OF OREGON,

County of KLATH

I certify that the within instru-
 ment was received for record on the
 18th day of OCTOBER, 1973,
 at 1:22 o'clock P.M., and recorded
 in book M 73 on page 82701
 or as file number
 Record of Mortgages of said County.
 Witness my hand and seal of
 County affixed.

M. D. MILNE

county clerk

Title

By *Harold Dargatzis* Deputy

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

FE \$ 4.00

Town of Country, Oregon
 928 Klamath Ave
 Klamath Falls, Oregon
 97601

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 18th day of October, 1973,
 before me, the undersigned, a notary public in and for said county and state, personally appeared the within
 named DONALD R. QUALLS and KAREN K. QUALLS

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

Richard H. Martlett
 Notary Public for Oregon
 My Commission expires 2/6/77