

WITNESSETH: That DAVID J. O'BRIEN and NORAH E. O'BRIEN, husband and wife,
hereinafter called the mortgagors, whether singular or plural, in consideration of ~~the sum of~~ DOLLARS,
valuable consideration
to them paid, by CHARLOTTE M. FITZHUGH

hereinafter called mortgagees, whether singular or plural, do grant, bargain, sell and convey unto said mort-
gagees, the following described real property, situated in Lane County, State of Oregon, to-wit:
See attached Exhibit A.

There shall be no privilege of prepayment of the promissory note through
December 31, 1974. Thereafter, any additional sum which the mortgagors
elect to apply upon the promissory note shall be paid along with the annual
payment required by the promissory note during the period January 1 to
January 10 of each year. No required annual payment shall be paid so far
in advance as to constitute payment in the calendar year preceding the year
during which the payment is due.

TO HAVE AND TO HOLD the said premises, with appurtenances, unto the said mortgagees, their heirs and
assigns forever.

This conveyance is intended as a mortgage to secure the payment of \$45,000.00 together with
interest at the rate of six per cent per annum in accordance with the terms of a certain promissory note,
the terms of which are incorporated herein by reference, dated the _____ day of _____, 19 73,
payable as reflected on the attached Exhibit B.

TO SAID MORTGAGEES OR ORDER

The mortgagors covenant and agree with, the mortgagees as follows: That they are the owners in fee simple of the
above described premises and that they are free from all encumbrances, except a ground lease granted
by mortgagee which expires December 15, 1973.

That they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That they
will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises
before the same become delinquent. That they will keep the buildings on said premises insured against loss or damage by fire,
by some insurance company acceptable to the mortgagees with loss, if any, payable to the mortgagees as their interest may
appear, in the sum of at least \$10,000.00, and deliver such policy or policies of insurance to the mortgagees, until the
sums secured by this mortgage are fully paid with interest. That they will keep the buildings and improvements on said
premises in good repair and will not commit or suffer any waste of said premises.
If the mortgagor shall fail to pay any such tax lien or assessment, or fail to maintain such fire insurance the mortgagees
may pay the same or procure said insurance, and pay the cost thereof, and all payments by the mortgagees for any such pur-
pose shall be added to the indebtedness hereby secured, and shall be repayable on demand, with interest until repaid.

Now, if the said mortgagors shall pay or cause to be paid all moneys which may become due upon said promissory note
and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be
made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the cove-
nants or agreements herein contained, then the Mortgagees or their assigns, may declare the entire indebtedness hereby se-
cured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner
provided by law, and out of the moneys arising from such sale retain the principal and interest together with any sums ad-
vanced as provided herein, with interest as aforesaid, together with costs and charges of such foreclosure suit and sale, includ-
ing such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any
there be, pay over to the mortgagors, their heirs and assigns.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals this 29th day of
October, 19 73

David J. O'Brien (Seal)
David J. O'Brien
Norah E. O'Brien (Seal)
Norah E. O'Brien

STATE OF OREGON

County of Klamath

ss.

29th

day of

October

, 19 73

Be it remembered that on this
personally came before me, a Notary Public in and for said county, the within named
David J. O'Brien and Norah E. O'Brien

to me personally

known to be the identical persons described in and who executed the within instrument, and acknowledged
to me that they executed the same freely and voluntarily for the uses and purposes therein named.
Witness my hand and seal this day and year last above written.

My Commission expires: 9/16/77

Notary Public for Oregon.

CASCADE TITLE COMPANY

EXHIBIT A

Government Lots 3 and 4, also the S-1/2 of the NW-1/4, all in the NW-1/4 of Section 3, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, subject to the following:

Liens and assessments of Klamath Project and Langell Valley Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith.

The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five years or lesser number of years, in which the land was subject to the special land use assessment. NOTE: Upon sale or transfer of said land, the new owner must make application for the special assessment within 60 days of said sale or transfer.

Rights of the public in any portion of the herein described premises lying within the limits of any road or highway.

Easement, including the terms and provisions thereof, dated November 13, 1941, recorded November 13, 1941 in Deed Volume 142 page 451 in favor of California Oregon Power Company of Oregon for electric transmission line.

Easement, including the terms and provisions thereof, dated December 6, 1962, recorded December 19, 1962 in Deed Volume 342 page 120 in favor of Pacific Power and Light for electric transmission line.

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EXHIBIT B

PROMISSORY NOTE

\$45,000.00 Klamath Falls, Oregon September , 1973

We, jointly and severally, promise to pay to the order of CHARLOTTE M. FITZHUGH, at 2180 Law Lane, Eugene, Oregon, FORTY-FIVE THOUSAND DOLLARS (\$45,000), with interest thereon at the rate of six percent (6%) per annum calculated as follows: On the principal sum of Forty Thousand Dollars (\$40,000) from November 15, 1973, until paid, and in any event, after January 10, 1974, the entire principal balance shall bear interest at the rate of six percent (6%) per annum, until paid, and provided further that in the event of any default hereunder, or under the terms of the mortgage constituting security for this note, then after the default, the entire principal balance shall bear interest at the highest lawful rate until paid. There shall be a payment due on or during the period from January 1, 1974, to and including January 10, 1974, in the amount of Five Thousand Dollars (\$5,000), plus interest, through January 10, 1974. Thereafter, a payment shall be due on or before the 10th day of January of each successive year, commencing with the first of such payments on or before January 10, 1975, in the amount of not less than Three Thousand Four Hundred Eighty-Seven and 60/100 Dollars (\$3,487.60), including interest, and said annual payments will continue to be due on or before the 10th day of January thereafter, provided however, that the entire amount, including principal and interest shall be paid in full on or before January 10, 1994. If any of said installments is not so paid, all

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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, we promise and agree to pay 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.

/s/ DAVID J. O'BRIEN
David J. O'Brien

/s/ NORAH E. O'BRIEN
Norah E. O'Brien

STATE OF OREGON,
County of Clatsop
Filed for record at request of
VANDENBERG & BRANDNESS

On this 30th day of OCTOBER A.D. 19 73
at 4:20 o'clock P.M. and duly
recorded in Vol. M 73 of DEEDS
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Wm D. MILNE, County Clerk
By *Angela D. Milne* Deputy
FEE fee \$ 8.00

*Ret: Vandenberg & Brandness
411 First
P.S.*