

FORM No. 105A—MORTGAGE—One Page Long Form

SN 21st day of November, 1973.

THIS MORTGAGE, Made this 21st day of November, 1973,

by RICHARD DUNAGAN and SUZETTE DUNAGAN, husband and wife; and ROBERT N. SPRADLIN

and MARIE E. SPRADLIN, husband and wife. Mortgagor,

to DENNIS D. SEWALD, and BARBARA A. SEWALD Mortgagee,

for consideration of — Fifty-Five Thousand, Five

 Dollars, said mortgagee, does hereby

WITNESSETH, That said mortgagor, in consideration of - - - Fifty-Five Thousand, Five
Hundred Eighty-Two and 18/100 - - - Dollars, to him paid by said mortgagee, does hereby
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
tain real property situated in Klamath County, State of Oregon, bounded and described as
follows, to-wit:

The South half of the Southwest quarter of Section 36, Township 37 South, Range 11½ East of the Willamette Meridian, and the Northwest quarter of Section 1, Township 38 South, Range 11½ East of the Willamette Meridian.

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

following is a substantial part of the consideration therefor:

\$ 35,582.18

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Dennis D. Sewald November 21, 1973

and Barbara A. Sewald at c/o Klamath County Title Co., 422 Main St., Klamath Falls, Oregon

Two and 18/100 DOLLARS, until paid, payable in

and Barbara A. Seward at Klamath Falls, Oregon.

Thirty-Five Thousand, Five Hundred Eighty-Two and 18/100ths \$ 35,582.18 until paid, payable in with interest thereon at the rate of 7-1/2 percent per annum from November 20, 1973

annual installments of not less than \$ 5,183.72 in any one payment; interest shall be paid with principal and 20th day of November

* is included in the minimum payments above required; the first payment to be made on the 20th day of November thereafter, until the whole sum, principal and 1974, and a like payment on the 20th day of each November thereafter, until the whole sum, principal and interest has been 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 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/ Richard Dunsagan
s/ Darvette Dunsagan

the words not applicable.

Amount
is tried, heard or decided.
Strike words not applicable.

All or any portion may be prepaid without
penalty.

Marie L. Sproull

s/ Richard Dunagan

X 6/ Suzette Duragan

s/ Robert N. Spradlin

FORM No. 217—INSTALLMENT NOTE.

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 EXCEPT a prior Mortgage to The Fed-
eral Land Bank of Spokane, recorded July 7, 1972, in Mortgage Vol. M72, page 7439, and during the
term of said mortgage, the same against said premises, that he will pay said taxes, assessments and other charges of every
kind and character, 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 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
obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to 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
in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagees, the mortgagor shall
join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-
factory 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.

16078

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 (a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
 (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 interest, 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 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.

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 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-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

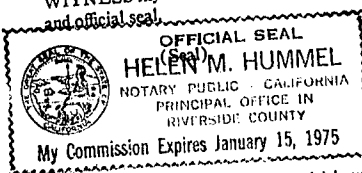
Robert N. Spradlin
Marie E. Spradlin

STATE OF CALIFORNIA } SS.
 COUNTY OF Riverside

On December 11, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Marie E. Spradlin known to me to be the person(s) whose name(s) is

subscribed to the within Instrument and acknowledged that she executed the same.

WITNESS my hand
 and official seal



2320
 MIS 3514 12-72* 25 Individual Notarial Acknowledgment

Helen M. Hummel
 (Notary Public's Signature)
 Helen M. Hummel

CALIFORNIA } SS.
 STATE OF ~~KALAMAZOO~~ ORIGIN
 County of ~~Riverside~~ KALAMAZOO

BE IT REMEMBERED, That on this 11th day of December, 1973, before me, the undersigned, a notary public in and for said county and state personally appeared the within named Richard Dunagan and Robert N. Spradlin

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.

Cheyne L. Lachowski
 Notary Public for ORIGIN
 My Commission expires 7-23-77

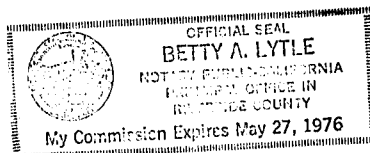
16079

STATE OF CALIFORNIA
COUNTY OF Riverside } ss.

On December 10, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared
Suzette Dunagan * * * * *
known to me to be the person(s) whose name(s) is
subscribed to the within Instrument and acknowledged that she executed the same.

WITNESS my hand
and official seal.

(Seal)



Betty A. Lytle
(Notary Public Signature)

2320
MIS 3514 12-72* 25 Individual Notarial Acknowledgment

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of KLAMATH COUNTY TITLE CO
this 11th day of DECEMBER A. D. 19 73 at 4:08 o'clock P M., and
duly recorded in Vol. M 73, of MORTGAGES on Page 16076
W. D. MILNE, County Clerk
By *Hazel Dragan*
FEE \$ 8.00

Let: Klamath Co. Title
P.O. Box 151
City

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