FORM No. 135A-MORTGAGE-One Page Long Form 19..74... THIS MORTGAGE, Made this day of March
by Melvin Hammack and Sharon Hammack, husband and wife Mortgagor, Paul J. Lambertson and Dixie Lee Lambertson, bustand and wife Mortgagee, WITNESSETH, That said mortgagor, in consideration of Seven Hundred and Fifty 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 A tract of land situated in Section 34, Township 36 South, Range 14 East, described as follows: Beginning at the St corner of said Section 34; thence North 89°52'00" West 268 feet; thence North 0°59'00" East 200 feet; to the true point of Leginning; thence South 89°52'00" East 154 feet; thence North 0°59'00" East 100 feet; thence North 89° 52' 00" West 154 feet; thence South 0°59'00" West 100 feet to the point of beginning follows, to-wit: to the point of beginning. Together with an easement in common for purposes of access to the property conveyed hereunder: A strip of land 20 feet in width lying 10 feet on each side of the following described line: Beginning at the quarter corner common to Section 34, Township beginning at the quarter corner common to Section 34, Township 36 South, Range 14 East of the Willamette Meridian, and Section 3, Township 37 South, Range 14 East of the Willamette Meridian; thence North 89052'00" West along the Section line 2510 feet; thence North 89052'00" From 210 0 feet, the Section Line 2510 feet; thence North 2500'00" From 210 0 feet, the Section Line 2510 feet; the Se in it 0°59'00" East 210.0 feet to the true point of beginning; thence North 8952'00" West 89.0 feet to the terminus of said easement. 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 This mortgage is intended to secure the payment of the promissory note , of which the heirs, executors, administrators and assigns forever. Klamatl Falls, Ore I for it more than one maker) we, jointly and severally, promise to pay to the order of Paul J. Lamlertson and Dix to Lee Lambertson, husband and vife. Seven Hungred and Firty Dollars and no. 100 Deed until poid, parabor in with interest thereon at the rate of 7 percent per annum from Date of Deed until poid, parabor in monthly and installments of not less than \$ 50.00 in any one payment; interest shall be paid monthly and 1974, and a like payment on the 15th day of each month 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 attornion, lowever, if a suit or an action is filed, the reasonable attorney's lees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is fired, the amount of such reasonable attorney's lees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided. addition to the minimum payments above required; the lirst payment to be made on the 15 day of January 151 Sharan Hammack 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 lee simple of said premises and has a valid, unencumbered title thereto and will warrant and forever detend 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 paynature which may be levied or assessed against said property, or this mortgage or the note above described, when due and paynature which may be levied or assessed against said property, or this mortgage or the note above described, when due and paynature which may be levied or any part thereof superior to the lien of this mortgage; that he will keep the buildings 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 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 and of the note or characts as the mortgage, in a company or companies acceptable to the mortgage, with loss payable lirst to the mortgages and then to the mortgage, in a company or companies acceptable to the mortgage, with loss payable lirst to the mortgage and then to the mortgage as their respective interests may appear; all policies of insurance and to deliver said policies gages as soon as insured. Now if the mortgage shall fail for any reason to procure any such insurance and to deliver said policies, to the mortgage at least fifteen days prior to the expiration of any policy of insurance now or intraditer placed on said premises to the mortgage and will not commit or suffer any waste of said premises. At the request of the mortgage, the mortgage shall fail for many the mortgage in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisform with the mortgage in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisform when the

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

Now, therefore, it 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 to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of 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 it a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgage may be fore-declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be fore-declared the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be fore-declared the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage and shall bear interest at the same rate as said note without waiver, however, of a permitten as above provided for, the mortgage may at his option do so, option do so, and any payment so made shall be added to and become premium as above provided for, the mortgage may at his option do so, option do so, and any payment so made shall be added to and become premium as above provided for, the mortgage may at his option do so, option do so, of the debt secured by this mortgage may at his option do so, of the mortgage may be foreclosed for principal, interest and all sums any right arising to the mortgage neglects to repay any sums so paid by the mortgage. In the event of any paid by the mortgage at any time while the mortgage agrees to pay all reasonable costs incurred by the mortgage and included in the decree of foreclosure.

In c IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written. MORTGAGE
(RODER NO. 105A) OREGON, certify as receday of OF STATE OF OREGON, County of Klamath BE IT REMEMBERED, That on this 40 day of March before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Melvin Hammack and Sharon Hammack, husband and wife 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. L. Medmess Notary Public for Oregon, 1977.
My Commission expires MOTARY إعالم المالية المالية 2260 FR .. 34

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Filed for record at request of <u>Mrs. Allen Greer</u> this <u>12th</u> day of <u>March</u> A. D., 19 74 at 9:59 o'clock A.M., and duly recorded in Vol. M74 , of <u>Discharges</u> on Page 3301 WM. D. MILNE, County Clerk		DO FORM 214 M	ORM ARE OBSOLETE.	SA	FEGUARD IT.					
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