

REAL ESTATE MORTGAGE

This mortgage is made this twentieth day of January, 1975, between
Dennis R. and Dorothy Adair of
Rt. 3 Box 34, Springfield, Lane County,
Oregon, hereinafter called "Mortgagors" and Capital Financial Services Inc. No. 21, having an office
at 304 Olive Street, Lane County, Oregon
hereinafter called "Mortgagee," to secure payment of a loan evidenced by a promissory note of even date
herewith providing for a total of payments of \$ 12,000.00 payable in 48 monthly installments
of \$ 250.00 with an annual percentage rate of 13.00%. The amount financed (net amount)
is \$ 3,510.64.

The maximum agreed rate of charge is 3% per month from that part of the Amount Financed not in excess of \$300, 1 1/4% per month on that part of the Amount Financed in excess of \$300 but not in excess of \$1000, 1 1/4% per month on that part of the Amount Financed in excess of \$1000 but not in excess of \$5000 and 1 1/2% per month on the entire Amount Financed on any loans with an original Amount Financed in excess of \$5000.

Mortgagors jointly and severally mortgage, grant, and convey to the above named Mortgagee all of the following real estate situated in the State of Oregon, County of Lane and Klamath, and
State of Oregon, described as follows: (Insert description of mortgaged premises from Mortgagors' Deed)

PARCEL I: Beginning at a point 1,469.55 feet North and 1,276.53 feet East of the re-entrant corner of the Thomas Ramsey Donation Land Claim No. 70, Township 17 South, Range 2 West of the Willamette Meridian, in Section 9, Lane County, Oregon, said point being the Southwest corner of the following described property: running thence North 25° 53' East a distance of 600.00 feet; thence East a distance of 190.0 feet; thence South 25° 58' West a distance of 600.00 feet; thence West a distance of 190.0 feet to the point of beginning, all in the County of Lane and State of Oregon, EXCEPT that part lying within the relocated County Road.

PARCEL II: The West 1/2 of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 Section 8 of 25 South Range 3 East of the Willamette Meridian.

Parcel I is subject to a 1st Mortgage held by Commerce Mortgage in Portland in the amount of \$30,400.00

This Mortgage is made subject to the following conditions, and Mortgagors agree:

1. Mortgagors will pay the indebtedness secured by this Mortgage and perform all other obligations as required or provided herein.
2. Mortgagors will pay when due any taxes, assessments, insurance premiums, or other charges necessary to be paid for the protection of the lien of the Mortgagee.
3. Mortgagors will keep the improvements on the property insured against fire and other such hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will not sell, dispose of, remove, or damage any building or other improvement upon the mortgaged property. All such improvements are deemed a part of the mortgaged property and are subject to the mortgage lien.
5. In the event that Mortgagors default in the making of any payment due and payable under the promissory note, or in the keeping and performance by Mortgagors of any of the conditions of this Mortgage, or promissory note, Mortgagee may institute foreclosure proceedings according to law and may proceed to judgment and execution to recover the balance due on the promissory note, and any other sums that may be due thereunder.
6. This Mortgage, also secures all advances made within five years after date of Mortgage at Mortgagee's option to Mortgagors and all conditions contained herein apply to those advances. The lien thus created shall have the same priority as was first created after execution of this Mortgage.

Provided that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, then this Mortgage shall cease and determine and become void.

The covenants and conditions contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Signed, sealed and delivered in our presence:

Bruce M. Moughton
& Mary Jane
Daniel P. B. B. B.
Mary Jane

Witness our hands and seals:

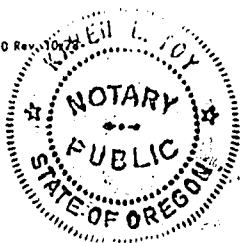
Dennis R. Adair (SEAL)
Dorothy N. Adair (SEAL)

ACKNOWLEDGEMENT: State of Oregon Lane County, SS:
Personally appeared above-named Dennis R Adair and Dorothy Adair, his wife,
and acknowledged foregoing instrument to be their voluntary act and deed. Before me this 20th
day of January, 19 75.

My commission expires Sept. 3, 1977

[Signature]
Notary Public

Form 5910 Rev. 10-73



7503262

State of Oregon,
County of Lane — ss.
I, D. M. Penfold, Director of the
Department of Records and Elections,
in and for the said County, do hereby
certify that the within instrument was
received for record at

1975 JAN 23 AM 10 30

Book 72 : R

Lane County OFFICIAL RECORDS

D. M. PENFOLD, Director of the
Department of Records & Elections.
By George Hammond Deputy

REAL ESTATE MORTGAGE

From

To

STATE OF OREGON

KL. MATH County } ss.

Entered in Numerical Index and filed
for record in the office of the Register

of Deeds of said county, the 31st day
of JANUARY, 1975, at 10:30

o'clock and 10 minutes P M.,

and duly recorded in Book M 75

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WM. D. MILNE COUNTY CLERK

Register of Deeds

FEF \$ 4.00

[Signature] Deputy

Return to:
Capital Financial
P.O. Box 545
Eugene, Oregon 97401