

THIS MORTGAGE, Made this 15th day of May, 1975 by  
 JACK D. LILES and BEVERLY A. LILES, husband and wife,  
 , Mortgagee,  
 to ORVIN R. KRAMER and JANICE M. KRAMER, husband and wife,  
 , Mortgagees.

WITNESSETH, That said mortgagee, in consideration of the sum of Two Thousand and  
 no/100ths (\$ 2000.00 ) Dollars  
 to the mortgagee paid by the mortgagees, the said mortgagee does hereby grant, bargain, sell and convey unto  
 the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns  
 and the heirs of the survivor of them, those certain premises situate in the County of Klamath  
 and State of Oregon , and described as follows, to-wit:

N 1/2 S 1/2 NW 1/4 NE 1/4 of Section 15,  
 Twp. 41 South, Range 10 East of the  
 Willamette Meridian,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-  
 wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed  
 or installed in or upon said described premises,

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of sur-  
 vivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of one certain promissory note in words  
 and figures substantially as follows:

\$ 2,000.00 Klamath Falls, Oregon, May 12 1975  
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of Orvin R. Kramer and  
 Janice M. Kramer, husband and wife,  
 and upon the death of any of them, then to the order of the survivor of them, at Western Bank, South Sixth St.  
 Branch, Klamath Falls, Oregon-----Two Thousand and no/100ths----- DOLLARS,  
 with interest thereon at the rate of 7 percent per annum from May 15, 1975 until paid, payable in  
 installments, at the dates and in the amounts as follows: \$39.61 on June 15, 1975 and  
 \$39.61 on the 15th day of each month thereafter until June 15, 1980, at which  
 time the full unpaid balance of principal and accrued interest to date shall  
 become due and payable,

#### installments of principal

balloon payments, if any, will not be refinanced; interest to be paid with / and the payments above re-  
 quired; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not  
 so paid, all principal and interest shall 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 rea-  
 sonable attorney's fees in the appellate court.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right  
 of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and in-  
 terest shall vest absolutely in the survivor of them. Any part or all may be prepaid at any time.

\* Strike words not applicable.

s/ Jack D. Liles

s/ Beverly A. Liles

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagee" shall include mortgagees; the  
 singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made,  
 assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagees"  
 shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because  
 it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of  
 survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein  
 given to the mortgagees shall vest forthwith in the survivor of them.

The mortgagee warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a) primarily for mortgagee's personal, family, household or agricultural purposes (see Important Notes below),  
 (b) for an organization or (even if mortgagee is a natural person) are for business or commercial purposes other than agricultural purposes.

And said mortgagee covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said  
 premises and has a valid, unencumbered title thereto subject only to first mortgage to State of Oregon,  
 represented and acting by the Director of Veterans' Affairs, to which this  
 mortgage is second and inferior, and which mortgage mortgagees will pay  
 according to its terms and conditions,

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) 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(s) 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 may hereafter be erected on the premises insured in favor of the mort-

gagee against loss or damage by fire, with extended coverage, in the sum of \$/insurable value in a company or companies acceptable to the mortgagee and will have all policies of insurance on said property made payable to the mortgagee as soon as insured; 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.

Now, therefore, if said mortgagee shall keep and perform the covenants herein contained and shall pay said note(s) 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(s); it being agreed that if the mortgagee shall fail to make any payment or 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(s) or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagee shall fail to pay any taxes or charges or any lien, or insurance or insurance premium as above provided for, the mortgagee may at their 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(s), without waiver, however, of any right arising to the mortgagee for breach of covenant, and this mortgage may be foreclosed at any time while the mortgagee neglects to repay any sum 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 mortgagee for title reports and title search, all statutory costs and disbursements and such further sums 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 such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagee, may appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure and apply the same to the payment of the amount due under the mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successors in interest and assigns of said mortgagee and of said mortgagor respectively.

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, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

# MORTGAGE

(Survivorship)  
(FORM No. 691)

TO

STATE OF OREGON,

County of KLAMATH

I certify that the within instrument was received for record on the 16th day of MAY, 1975, at 4:20 o'clock P.M., and recorded in book 5347 on page 75, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title.

Deputy.

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

Klamathland, Inc.

PCB 151

K. Allen

FEE \$ 4.00

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 12th day of May, 1975, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Jack D. Liles and Beverly A. Liles, 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 for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon  
My commission expires 5-75