 MORRY I. (1997) and RELIE J. FATURY, hashed and a stree and the stree and	FORM No. 105A-MORIGAGE-One Page Long Form 7077 Vel 13 Page 1412	
The second secon	by ROBERT L. HEATON and BILLIE J. HEATON, husband and wife,	
NASH, SHORM, Section 35, Township 40 South, Bange 11 East, V.H. SWEEDET TO: Intertages to Federal Land Rafk of Souths, Ander Amerikan Statements, Souther South, Souther South, Souther South, Souther Southe	WITNESSETH, That said mortgagor, in consideration of Ninety Six Thousand Four Hundred Seventy Six and 02/100Dollars, to him paid by said mortgagee, does her grant, bargain, sell and convey unto taid mortgagee, his heirs, executors, administrators and assigns, that tain real property situated in Klamath County, State of Oregon, bounded and described	cer-
SHEED: The isotropic to factore is and and the Stockare. And of Stockare. A need the stockard isotropic for the stockard isotropi		
<pre>PDD/ NETPOLIN DECENTS OI A LIBERT COUNTY, Oregon. Technical and and address the terminal, handmarker of adgressing and the same handmark terminal address and address the terminal county for address the same terminal address the termina</pre>	SUBJECT TO: Mortgage to Federal Land Bank of Spokane, dated August 23, 1972, recorded Sentember 21, 1972, in Volume M-72, page	
The spectral indication and which may benefits the balance accession of the inner of the scenario of the inner of the inner of the scenario of the inner of the i	9807, Microfilm Records of Klamath County, Oregon.	
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provide interference and any and all futures upon bill provides and marriaging. The Add Add TV is Hold and TV is Hold Adv is Hold and TV is Hold Adv is H	Together with all and singular the tenements, hereditaments and appurtenances thereunto belong	sing
<pre>billion in a subtrantial coge:</pre>	profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortg 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, heirs, executors, administrators and assigns forever.	age his
The drift and the order gravity to any to the order of	following is a substantial copy:	
The 1076, Walky of D East, W.N., Klameth County, Uregon, Commencing with half and the solution of the product of the solution of the product of the solution of the solution of the product of the solution of the product of the solution of	Each of the undersigned promises to pay to the order of Norby Heaton or Alice Heaton, of to the survivor of them at Klamath Falls, Oregon, Ninety Six Thousand Four Hundred Seventy Six & 62/100	or .
Interest shall be paid 100. Interests 10 May a madding in the payments showe required, which shall continue until this meta, intermetation the most is the individual in the intermetation the most is the individual in the individual interest is the formation of the most is the individual interest is the individual		s alon nship ith
There were, note provides to pay. Of holder's reasonable atterney's less to be fixed by the trial court and (2) if any papeal is taken from any provide equilibrium of the trial court, such hubbles is ensaible interney's less in the application courts. At the hold holds: a reasonable reasonable is the application court. No	interest shall be paid <u>no</u> <u>interest</u> pay and * in addition to the payments above required, which shall continue until principal and interest, is fully paid; if any of said installments is not so paid, the whole sum of both principal and interest 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 each of the undersided promises and after to pay the resemptive callection costs of the holder of which holder of the sources of the holder of the sources of the holder of the source of the undersided promises and after to pay the resemptive callection costs of the holder of the source of the undersided promises and after the pay of the source of the undersided promises and after the pay of the test of the undersided promises of the pay of the test of the pay of the test of the undersided promises and after the pay of the test of the pay of the test of the undersided promises and after the pay of the test of test of the pay of the test of test of the pay of the test of the pay of the test of test	to become collection,
And said mortfager covenants to and with the mortfages, his heirs, executors, administrators and assigns, that he is lawfully sized in lee simple of said premises and has a valid, unencumbered title thereto: and will warrant and forcers related the same against all persons; that he will pay said note, principal and interest, according to the same thereas is the same adain note remains unpaid he will pay all note, principal and interest, according to nature which may be levied or append elinquent; that he yill pay said note, principal and other charges of seven deview of the same adain one remains unpaid he will pay all notes the same adain one remains unpaid he will pay all thereas the sessence and pay able and before the same of before the same adain that persons; that he will pay said note, principal and other charges of seven deview of the nore of the seven of the nore of the seven of the nore	hereon, also promises to pay (1) holder's reasonable attorney's lees to be fixed by the trial court and (2) if any appeal is take decision of the trial court, such further sum as may be fixed by the appellate court as the holder's reasonable attorney's lees	
solution in the simple of said premises and has a valid, unencumbered title thereto and will warrant and forever defend the same adainst all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said noter emains unpaid he will pay all taxes, assessment and other charges of every able and before the same may become delinquent; that he will promptly, or this mortfage or the note above described, when due and pay able 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 continuously insured against loss or damage by lire and such other now on or which hereatter may be erected on the said premises continuously insured against loss or damage by lire and such other obligation secured by this mortfage, in a company or companies acceptable to the mortfage, with loss payable lirst to the mort- gage and then to the mortfage, in a company or companies acceptable to procure any such insurance shall be delivered to the mort- fage at least filter days prior to the estimation of any policy of insurance hall be delivered to the mort- fage and will not commit or suffager as there the request of the mort- fage and will not commit or suffage and will pay commits. At the werguest of the mortfage, the mortfage shall in dood repair and will not commit on utils as there are parts all policy of insurance more to said premises. At the mortfage, the mortfage in a securiting one or more lineancing statements pursuant to the buritorm Commercial Code, in form satis- lies the mortfage in a will pay company prior policy of insurance shall be the state are wasted in dood repair and will not commit or suffage. The mortfage is the cort of all line and in the mortfage in executing one or more lineancing statements pursuant to the Uniform Commercial Code, in form satis- lies the mortfage in a will pay for portfage. The mortfage in the portfage in the protfage in the protfage in t		- Land and the second
hature which may be levied or assessed against said property, or this mortfage or the note above described, when due and pay- are or may become liens on the premises or any part thereol superior to the lien of this mortfage; 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 lire and such other hazards as the mortfagee may from time to time require, in an amount not less than the origage, with loss payable first to the mort- fage and then to the mortfage, in a company or companies acceptable to the mortfage, with loss payable first to the mort- gage as soon as insured. Now il the mortfage or shall lail to ray reason to procure any such insurance and induces the mortfage or more financing statements pursuent to the said premises. At the request of the mortfage, the mortfage, the mortfage or any maste of said premises. At the request of the mortfage, the mortfage or any waste of said premises. At the request of the mortfage or a state prevented or said in good repair and will not commit or suffer any waste of said premises. At the request of the mortfage or said premises as well as the or of the mortfage or any waste of said premises. At the request of the mortfage or more financing statements pursuant to the Uniform Commercial Code, in form satis- in good repair and will not commit or suffer any waste of said premises as well as the or of sall the same in the proper public of the same proper public of a proper public or of the satisficant of and present as the code and below and the mort and present as the present as the present and will not commit or suffer any more public of the same proper public of all line of the present present present of the same present present of the same present present of all line present of the mortfage or and will present the same of the present p	seized in fee simple of said premises and has a valid, unencumbered title thereto	
the mortgagee may procure the same at mortgagor's expense; 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. At the request of the mortgagee, the mortgage shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis- lactory to the mortgagee, and will pay for tiling the same in the proper public of all ling.	nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and p able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances the are or may become liens on the premises or any part thereol superior to the lien of this mortgage; that he will keep the build now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such of hazards as the mortgage may from time to time require, in an amount not less than the original principal sum of the not obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the may gagee and then to the mortgage as their respective interests may appear; all policies of insurance shall be delivered to the may gagee as insured. Now if the protridor shall fail to any carbon to procure any sub-insurance and the deliver of a may and the pay the mortgage of the pay the pay and the pay the pay the pay the pay the pay the	hay that ther to or ort- ort-
STATE OF CHECOUNT	the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premi in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgager si join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form sa factory to the mortgagee, and will pay for ling the same in the proper public office, as well as the cost of all	ises hall
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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 connercial purposes other than advicultural purposes.

(b) for an organization of (even it mortgagor is a natural person) are for business of 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 produced and y kind be taken to foreclose any lien on said premises or any part thereof, the mortgage 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 mortgage may at his option do so, and any payment so made shall be added to and become provided for, the mortgage, and shall bear interest at the same rate as said note without waiver, however, of a part of the doth secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgage for breach of covenant. And this mortgage may be toreclosed to principal, interest and all sums paid by the mortgage. In the event of any said sole of the doth secured by this mortgage, the mortgage agrees to pay all teasonable costs incurred by the mortgage reasonable as plaintiff's attorney's fees in such sait or action, and if an appeal is taken from any judgment or decree entered preasonable as plaintiff's attorney's fees in such sait mortgage respectively.
To case sait or action is commenced to foreclose this mortgage and included in the decree of toreclosure.
To associal or and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgage, it is understoode to this mortgage and included in the decree of toreclosure.
To acch and all of the covenants and agre

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above

Robert L Heaton Billi / plentes

*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 re-quired 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.

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MORTGAGE

No.

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that the within i. ved for record o. ...NOVEMBEB and ð hand of KLN ALH cord OF OREGON, , cy that t , as received fo ...day of... book. g Ř ž тy WELD. NILLNE 7.75, at..9;29... nd recorded in b age...14.12.9..., 1 ' said County. Ę I certify was receiv Witness y affixed. DOUNEY. County STATE (unty ment and 50 ů ŝ of Da

STATE OF OREGON, County of Klamath BE IT REMEMBERED, That on this 6th day of November , 19.75, before me, the undersigned, a notary public in and for said county and state, personaily appeared the within named Robert L. Heaton and Billie J. Heaton, husband and wife,

known to me to be the identical individual S described in and who executed the within instrument and executed the same freely and voluntarily. acknowledged to me that

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed کر کا . در ا ۲. my official seal the day and year last above written. t o ·... 1 ``

Wilbur O. Brichne Notary Public for Oregon. My Commission expires 10-29-75