

THIS INDENTURE WITNESSETH: That ANDREW V. JONES and JENEANE M. JONES, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Five Thousand Four Hundred Thirty Four & 90/100 Dollars (\$5,434.90), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto LLOYD E. CHIDESTER and HELEN L. CHIDESTER, husband and wife,

of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 1 in Block 13 FIRST ADDITION TO CITY OF KLAMATH FALLS, and the Northeastly rectangular 10 feet of Lot 2 adjoining Lot 1 in Block 13, FIRST ADDITION TO CITY OF KLAMATH FALLS, Klamath County, Oregon.

SUBJECT TO: All future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land; MORTGAGE, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, dated June 24, 1970, recorded June 24, 1970, in M-70 at page 5167, Mortgage records of Klamath County, Oregon, executed by Lloyd E. Chidester and Helen L. Chidester, husband and wife, Mortgagors, in favor of First Federal Savings and Loan Association of Klamath Falls, a Federal corporation, Mortgagee, which said mortgage, the mortgagors herein assume and agree to pay and hold the Mortgagees herein harmless therefrom.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said Lloyd E. Chidester and Helen L. Chidester, husband and wife,

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Five Thousand Four Hundred Thirty Four and 90/100 Dollars (\$5,434.90) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 5,434.90 Klamath Falls, Oregon, December 1, 1975
I (or if more than one maker) we, jointly and severally, promise to pay to the order of LLOYD E. CHIDESTER and HELEN L. CHIDESTER, husband and wife, Five Thousand Four Hundred Thirty Four and 90/100 Dollars, with interest thereon at the rate of 8.50 percent per annum from date hereof until paid, payable in monthly installments, at the dates and in the amounts as follows: The sum of \$100.00 on or before January 1, 1976, and a like sum on or before the 1st day of every month thereafter until the whole sum, principal and interest, is paid in full;

balloon payments, if any, will not be refinanced; interest to be paid MONTHLY, and in addition to the payments above required, 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 reasonable 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 interest shall vest absolutely in the survivor of them.

* Strike words not applicable.

/s/ Andrew V. Jones

/s/ Jeneane M. Jones

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, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said Lloyd E. Chidester and Helen L. Chidester, husband and wife, and their legal representatives, or assigns may foreclose the

Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said Andrew V. Jones and Jeneane M. Jones, husband and wife, their heirs or assigns.

Witness their hand S this 25th day of November, 1975.

*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.

Jeneane M. Jones

MORTGAGE

(FORM No. 7)

STEVENS-NESS LAW FIRM, CO., PORTLAND, ORE.

TO

STATE OF OREGON

County of KLAMATH

I certify that the within instrument was received for record on the 26th day of NOVEMBER, 1975 at 8:56 o'clock A.M., and recorded in book N 75 on page 14927 or as file number 7646

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

M. D. MILNE

COUNTY CLERK

Title.
By Hazel D. Jones, Deputy.

AFTER RECORDING RETURN TO

FEES \$ 6.00

TRANSAMERICA TITLE INSURANCE CO
600 MAIN ST.
KLAMATH FALLS, OREGON 97601

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 25th day of November, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ANDREW V. JONES and JENEANE M. JONES, 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.

Helen D. Gulcher

Notary Public for Oregon.
My Commission expires 11/25/76