

THIS MORTGAGE, Made this 12th day of January, 1976,
by ROBERT J. POTUCEK and CAROL J. POTUCEK, husband and wife
to JAMES A. CARTER and JANET L. CARTER, husband and wife

Mortgagor,

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Three thousand 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 cer-
tain real property situated in Klamath County, State of Oregon, bounded and described as
follows, to-wit: PARCEL 1: The North one half of Tract No. 1 and a portion in the
Northwest corner of Tract No. 2, described as follows; Beginning at the North-
west corner of said Tract No. 2; thence East along the North line of said Tract,
43 feet; thence South at right angles to said North line 72.0 feet, more or less,
to the North line of Enterprise Irrigation ditch shown on said recorded plat;
thence Northwesterly along said North line of ditch to the West line of said
Tract and along the West line of said Tract No. 2, 53.0 feet, more or less, to
the point of beginning. EXCEPTING the West 8.8 feet of the N½ of Tract 1. ALL
OF THE ABOVE BEING IN VICORY ACRES. PARCEL 2: All that portion of Tract No. 2
of Vicory Acres, more particularly described as follows: Beginning at the South-
west corner of said Tract No. 2 and running thence East along the South line of
said Tract, 43 feet; thence North parallel with the West line of said tract,
305.0 feet, more or less, to the Southerly line of the irrigation ditch, as
now constructed; thence Northwesterly along the Southerly line of said ditch to
the Westerly line of said Tract No. 2; thence South along the Westerly line of
said Tract 321.0 feet, more or less, to the place of beginning, being the West
43 feet of said Tract No. 2 lying South of the irrigation ditch

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
heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the
following is a substantial copy:

\$3,000.00 Klamath Falls, Oregon January 12, 1976
I (or if more than one maker) we, jointly and severally, promise to pay to the order of James A. Carter and
Janet L. Carter, husband and wife
and upon the death of any of them, then to the order of the survivor of them, at Klamath Falls, Oregon
Three thousand and no/100 DOLLARS,
with interest thereon at the rate of 8 percent per annum from January 12, 1976 until paid, payable in
installments, at the dates and in the amounts as follows: \$1,500.00 plus accrued interest
shall become due on December 30, 1976 and the balance with interest at 8%
shall be payable in monthly installments of not less than \$50.00 in any one
payment beginning February 1, 1977 and a like payment on the 1st day of
each month thereafter included in
balloon payments, if any, will not be refinanced; interest to be paid monthly 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.

* Strike words not applicable.

/s/
Robert J. Potucek
/s/
Carol J. Potucek

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully
seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend 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 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 or any part thereof superior to the lien of this mortgage; 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 fire and such other
hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or
obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies
to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings,
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 mortgagor shall
join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-
factory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien
searches made by title officers or searching agencies as may be deemed desirable by the mortgagee.