

THIS AGREEMENT made between Robert L. King, Jr. and Helen B. King, husband and wife, hereinafter known as seller, and Blake D. Berven and Marilyn S. Berven, husband and wife, hereinafter known as buyer, witnesseth:

That the parties agree that if the property described below as parcel number one is sold without the property described below as parcel number two, then in that event seller agrees to notify buyer in writing of the price and terms of any proposed sale by any party and buyer shall have ten days in which to make an offer to seller before seller sells any property to any other person;

PARCEL NUMBER ONE: A tract of land situated in the SE $\frac{1}{4}$ of Section 23, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows: Beginning at a 5/8 inch iron pin marking the center one-quarter corner of said Section 23 as set by record of survey no. 1571, as recorded in the Klamath County Surveyor's Office; thence South 1128.12 feet; thence East 253.52 feet to the $\frac{1}{2}$ inch iron pin on the Northeasterly right-of-way line of Lakeshore Drive (Highway 421); thence North 30°12'56" West 35.33 feet to a 5/8 inch iron pin on the said Northeasterly right-of-way line, said point being the true point of beginning of this description; thence Northwesterly along the said Northeasterly right-of-way line following the arc of a curve to the right (central angle = 14°09'13" radius = 686.30 feet) 169.53 feet; thence leaving said right-of-way line North 78°20' East 396.82 feet; thence South 11°43' East 349.44 feet; thence North 84°47'36" West 49.47 feet; thence along the arc of a curve to the right (central angle = 19°52'30" radius = 400.00 feet) 138.75 feet; thence North 64°55'06" West 109.68 feet; thence along the arc of a curve to the left (central angle = 53°49'08" radius = 100.00 feet) 93.93 feet; thence South 61°15'46" West 21.07 feet to the true point of beginning.

PARCEL NUMBER TWO: A tract of land situated in the SE $\frac{1}{4}$ of Section 23, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron pin marking the center one-quarter corner of said Section 23 as set by record of survey no. 1571, as recorded in the Klamath County Surveyor's Office; thence South 1128.12 feet; thence East 253.52 feet to a $\frac{1}{2}$ inch iron pin on the Northeasterly right-of-way line of Lakeshore Drive (Highway No. 421); thence North 28°59'50" West 35.32 feet along said right-of-way line; thence North 61°15'46" East 21.07 feet; thence along the arc of a curve to the right (central angle = 53°49'08" radius = 100.00 feet) 93.93 feet; thence South 64°55'06" East 109.68 feet; thence along the arc of a curve to the left (central angle = 19°52'30" radius = 400.00 feet) 138.75 feet; thence South 84°47'36" East 75.60 feet; thence North 11°43'00" West 215.66 feet to a $\frac{1}{2}$ inch iron pin marking the true point of beginning of this description; thence South 11°43'00" East 215.66 feet; thence North 84°47'36" West 26.13 feet; thence North 11°43'00" West 318.08 feet; thence North 78°20'00" East 283.66 feet to the Westerly shoreline of Upper Klamath Lake; thence Southeasterly along said shoreline to a point which bears North 78°17'00" East from the true point of beginning; thence South 78°17'00" West

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399 feet, more or less to the true point of beginning, containing 1.00 acres, more or less, subject of a ten foot easement along the Northerly side of the above described tract of land.

IN WITNESS WHEREOF, the parties have set their hands on the 13TH day of JANUARY, 1976.

Robert L. King, Jr.
Robert L. King, Jr.

Helen B. King
Helen B. King

Blake D. Berven
Blake D. Berven

Marilyn S. Berven
Marilyn S. Berven

STATE OF OREGON)
County of KLAMATH) ss:

Personally appeared the above named Robert L. King, Jr. and Helen B. King, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed, before me this 13TH day of JANUARY, 1976.

Sam L. Ganong
Notary Public for Oregon

My Commission Expires: Feb 27, 1979

STATE OF OREGON)
County of KLAMATH) ss:

Personally appeared the above named Blake D. Berven and Marilyn S. Berven, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed, before me this 13TH day of JANUARY, 1976.

Sam L. Ganong
Notary Public for Oregon

My Commission Expires: February 27, 1979

After Recording Return to:

BARNHISEL/GANONG
323 MAIN

State of Oregon, }
County of Klamath } ss,

I hereby certify that the within instrument was received and filed for record on the 15 day of Jan, 1976, at 4:25 o'clock P. M. and recorded on Page 762 in Book M 76 Records of Seaside of said County.

WM. B. MILNE, County Clerk

By Deputy Clerk Deputy

Fee 6.00

ALSO a tract of land situated in Tract 43, Enterprise Tracts, in the NW $\frac{1}{4}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the West line of said Tract 43, said point being South 00°00' East a distance of 492.75 feet and North 89°54' East a distance of 30.0 feet from the Northwest corner of said Section 3; thence South 0°00' East along the Westerly line of said Tract 43 a distance of 70.0 feet to the Northeasterly line of Pershing Way; thence South 55°50' East along the Northeasterly line of Pershing Way a distance of 302.15 feet to an iron pin; thence North 0°00' West a distance of 240.09 feet; thence South 89°54' West a distance of 250.0 feet, more or less, to the point of beginning.

SAVING AND EXCEPTING THEREFROM a portion described as follows: Beginning at the Section Corner Common to Sections 33 and 34, Township 38 South, Range 9 E.W.M., and Sections 3 and 4, Township 39 South, Range 9 E.W.M.; thence South 0°00'30" East along the Section line 237.75 feet; thence North 89°54' East 30 feet to the West line of Tract 43 of Enterprise Tracts, which is the East right-of-way line of Washburn Way, which is the True Point of Beginning; thence South 0°00'30" East along the West line of Tract 43 of Enterprise Tracts 325.0 feet to the Northeasterly right-of-way of Pershing Way; thence South 55°50'30" East along the Northeasterly right-of-way of Pershing Way 12.08 feet; thence North 0°00'30" West parallel to the West line of Tract 43, 331.80 feet; thence South 89°54' West 10 feet to the point of beginning.

together with all heating apparatus (including firing units), lighting, plumbing, water heater, venetian blinds, and other fixtures which are now or hereafter may be attached to or used in connection with said premises and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of

THREE HUNDRED THOUSAND AND NO/100-----dollars-----

bearing even date, principal, and interest being payable in monthly installments of

\$2,844.00 commencing on the 10th day of February, 1976 and the principal balance plus interest due in full the 10th day of January, 1991.

And to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of any payment on one note and part on another, as the mortgagee may elect.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured against loss by fire or other hazards, in such companies as the mortgagee may direct, in an amount not less than the face of this mortgage, with loss payable first to the mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the mortgagee. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance carried upon said property and in case of loss or damage to the property insured, the mortgagor hereby appoints the mortgagee as his agent to settle and adjust such loss or damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right of the mortgagor

in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the buildings now on or hereafter erected upon said premises shall be kept in good repair, not altered, extended, removed or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind levied or assessed against said premises, or upon this mortgage or the note and or the indebtedness which it secures or any transactions in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or which becomes a prior lien by operation of law; and the pay premiums on any life insurance policy which may be assigned as further security to mortgagee; that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of said yearly charges. No interest shall be paid mortgagor on said amount, and said amounts are hereby pledged to mortgagee as additional security for the payment of this mortgage and the note hereby secured.

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any other right or remedy herein given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the cost of searching records and abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and neuter genders; and in the singular shall include the plural; and in the plural shall include the singular.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon, this 24th day of December 1974

Billy J. Skillington

Edwin Skillington

Melvin R. Stewart

Mary Lou Stewart

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Dated at K
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STATE OF OREGON)
County of Klamath) ss

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THIS CERTIFIES, that on this 24th day of December A.D.,
1975, before me, the undersigned, a Notary Public for said state
personally appeared the within named

BILLY J. SKILLINGTON and EILEEN SKILLINGTON, husband and wife, and
MELVIN L. STEWART and MARY LOU STEWART, husband and wife,

to me known to be the identical persons described in and who executed
the within instrument and acknowledged to me that they executed the
same freely and voluntarily for the purposes therein expressed.

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

James D. Boschi

Notary Public for the State of
Oregon

Residing at Klamath Falls, Oregon
My commission expires: 10-25-78

Return to-First Federal S&L-540 Main St.-City
Tax statements to same.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 29th day of DECEMBER A.D. 1975 at 12:24 o'clock P.M., and

duly recorded in Vol. M 75, of MORTGAGES on Page 16249

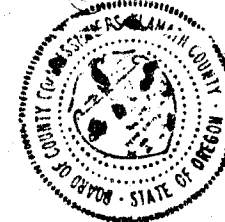
FEE \$ 12.00

WM. D. MILNE, County Clerk

By Harold D. Dyer

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(THIS DOCUMENT IS RE-RECORDED TO CORRECT THE DATE OF THE MORTGAGE AND
ACKNOWLEDGEMENT)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 15 day of
Jan A.D., 1976 at 4:25 o'clock P M., and duly recorded in Vol. M 76,
of Mortgage on Page 764.

FEE 12.00

WM. D. MILNE, County Clerk

By David L. Dyer Deputy

(THIS DOCUMENT IS
ACKNOWLEDGED)

STATE OF OREGON

I hereby certify

of 2270

FEE 12.00