FORM No. 105A-MOREGAGE - ON Pace Land 19.76 THIS MORTGAGE, Made this by LAURA B. SCHECK Mortgagor, PACIFIC WEST MORTGAGE CO., an Oregon corporation Mortgagee. WITNESSETH, That said mortgagor, in consideration of THREE THOUSAND FOUR HUNDRED grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit: The South one-half of Lot 7, Block 6, PLEASANT VIEW TRACTS, according to the official plat thereof on file in the office of the County Clerk, of Klamath County, Oregon. Subject to any easements of record. 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 followine is a substantial copy: 6785 March 5, \$ 3,400.00 I (or if more than one maker) we, jointly and severally, promise to pay to the order of PACIFIC WEST MORTGAGE CO., an Oregon corporationat Stayton, Oregon with interest thereon at the rate of 9.9 percent per annum from with interest thereon at the rate of 9.9 percent per annual from monthly installments of not less than \$ 72.08 in any one payment; interest shall be paid monthly april The minimum payments above required; the lirst payment to be made on the 5th day of /s/Laura B. Scheck The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: March 5,, 19 81 And said mortgagor covenents to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully soized in fee simple of said premises and has a valid, unencumbered title thereto and will warrant and forever detend 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 paynable 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 tire and such other hazards as the mortgage, any 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 mortgage, with loss payable first to the mortgage and then to the mortgage as their respective interests may appear; all policies of insurance shall be delivered to the mortgages as soon as insured. Now if the mortgage shall fail for any reason to procure any such insurance and to deliver said policies to the mortgage at least filteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgage 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 mortgage, the mortgage shall join with the mortgage in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgage in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgage in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the

Deed for Oregon THIS INDENTURE Development, of W (hereinafter refe to him in hand and conveyed, the following

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, therefore, it 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 it a proceeding of any kind be taken to forcelose 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 fore-closed at any time thereafter. And it the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgage may at his 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 without waiver, however, of any right arising to the mortgage of to reach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgage at any time while the mortgagor neglects to repay any sums so paid by the mortgage. In the event of any suit or action being instituted to loreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgage 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 mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure, and aministrators and assigns of said mortgagor and of said mortgage respectively.

In case suit or action is commenced to loreclose this mortgage, the Court, may upon motion of the mortgage, appoint a receiver to collect the rents and profits arising out of said premises during the

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

MORTGAGE Deputy Laura B. Scheck STATE OF OREGON, West Pacific We P. O. Box Pacific 3;32 file

STATE OF OREGON.

KLAMATH County of

BE IT REMEMBERED, That on this 5%TH March , 19 76, .day of..... before me, the undersigned, a notary public in and for said county and state, personally appeared the within Laura B. Scheck

known to me to be the identical individual described in and who executed the within instrument and

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

BUBLIC

Mentati Notary Public for Oregon.

My Commission expires.

05.00 EC

Deed for Oregon

THIS INDENTURE Development, of Vie (hereinafter refer

to him in hand

and conveyed,

the following