

TO 13888
 THIS MORTGAGE, Made this 7th day of April, 19 76,
 by W. Alan Bowker, and Lenis M. Bowker, husband and wife, Mortgagor,
 to Fidelity Funding and Realization Company, Inc., an Oregon Mortgagee,
 corporation,
 WITNESSETH, That said mortgagor, in consideration of

 Dollars, to him paid by said mortgagee, does hereby
 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:

A tract of land situated in Tract 2A "Homedale" Subdivision in Section
 11, Township 39 South, Range 9 East of the Willamette Meridian, being
 more particularly described as follows:

Beginning at a point located North 00°20' East a distance of 594.00
 feet and North 74°37' West a distance of 118.64 feet from the South-
 east corner of said Tract 2A; thence North 74°37' West a distance of
 63.95 feet; thence North 24°38'57" East a distance of 101.28 feet;
 thence South 65°21'03" East a distance of 147.71 feet to a point on
 the East line of said Tract 2A, also being on the West boundary line
 of Homedale Road; thence South 00°20' West along the West boundary
 line of Homedale Road a distance of 13.17 feet; thence North 65°21'
 03" West a distance of 90.03 feet; thence South 24°38'57" West a
 distance of 78.97 feet to the point of beginning.

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, adminis-
 trators and assigns forever.
 This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

PROMISSORY NOTE:
Klamath Falls, Oregon August 7, 1974.

\$5,418.20

I, promise to pay to the order of FIDELITY FUNDING AND REALIZATION CO. INC.,
 an Oregon corporation, at Klamath Falls, Oregon FIVE THOUSAND FOUR HUNDRED
 EIGHTEEN and 20/100ths DOLLARS with interest thereon at the rate of 7 1/2
 percent per annum from August 7, 1974 until paid, payable in monthly install-
 ments of not less than \$75.00 in any one payment; interest shall be paid
 monthly and is included in the minimum payments above required; the first
 payment to be made on the 5th day of September, 1974, and a like payment on
 the 5th day of each and every month thereafter, until February 5, 1976, when
 the entire remaining principal and interest shall be paid in full: if any of
 said installments is not so paid, all principal and interest to become immedia-
 tely due and payable 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 promise
 and agree to pay holder's reasonable attorney's fees and collection costs, even
 though no suit or action is filed hereon; however, if a suit or an action is
 filed, the amount of such reasonable attorney's fees shall be fixed by the
 court, or courts in which the suit or action, including any appeal therein is
 tried, heard or decided.

W. Alan Bowker

976 MAY 17 PM 3 48

7316

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
~~not to be used for any purpose other than agricultural purposes~~
(b) for an organization, (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by
see attached Exhibit A

to
dated, 19, and recorded in the mortgage records of the above named county in book at page
..... thereof, or as filing fee number (indicate which), reference to said mortgage records hereby being made; the said
first mortgage was given to secure a note for the principal sum of \$; the unpaid principal balance thereof on the
date of the execution of this instrument is \$ and no more; interest thereon is paid to 19;
said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage".
The mortgagor covenants to and with the mortgage, his heirs, executors, administrators and assigns, that he is lawfully seized
in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of
him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal
and interest, according to the terms thereof; that while any part of the note secured hereby remains unpaid he will pay all taxes, assess-
ments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note secured
hereby, when due and payable and before the same 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 hereinafter 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 \$ _____ in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagee named herein and then to the mortgagee as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagee shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid 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 mortgagee's expense; that the mortgagee will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the security for this mortgage, then at the request of the mortgagee, the mortgagee shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory 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 filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, if said mortgagee shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby 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 payments of the note secured hereby; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee 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 mortgagee shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of mortgagee under said first mortgage, and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagee neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagee agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge 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, mortgagee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagee and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagee or mortgagees may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

W. Alan Bowker

Lenis Bowker

*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, use Stevens-Ness Form No. 1306 or similar.

STATE OF OREGON)
County of Klamath) ss:

BE IT REMEMBERED that on this 7th day of May, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Lenis Bowker, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

Patricia J. Barta
Notary Public for Oregon
My Commission Expires: 3/7/80

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 4th day of May, 1976, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named W. Alan Bowker and Lenis Bowker, 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.

Robert Hamilton
Notary Public for Oregon
My Commission expires July 26, 1979

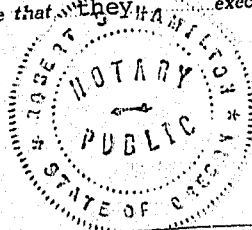


EXHIBIT A

7318

1. Trust Deed, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$8,500.00; dated July 11, 1973, recorded July 24, 1973, in Book M73, page 9490; Trustor, Melvin L. Stewart and Mary Lou Stewart, husband and wife, and W. Alan Bowker and Lenis Bowker, husband and wife; Trustee, Trans-america Title Insurance Co.; Beneficiary, Equitable Savings and Loan Association, an Oregon corporation.
2. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$22,500.00; dated August 31, 1973, recorded September 10, 1973, in Book M73, page 12139; Mortgagor, Melvin L. Stewart and Mary Lou Stewart, husband and wife, and W. Alan Bowker and Lenis Bowker, husband and wife; Mortgagee, Equitable Savings and Loan Association, an Oregon corporation. This mortgage was re-recorded September 18, 1973, in Book M73 at page 12659, Microfilm REcords.

THIS MORTGAGE is designed to serve as additional security for that debt owed by Bowker to Fidelity Funding and Realization Company, Inc., which said debt is also secured by a second mortgage held on additional property by Fidelity Funding and Realization Company, Inc., but which said mortgage is being further subordinated to that mortgage on said property held by First Federal Savings and Loan Association, Klamath Falls, Oregon, at Bowker's request

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record ~~at~~ at

this 17th day of May A. D. 19 76 at 3:48 o'clock PM and
duly recorded in Vol. M 76, of MORTGAGES on Page 7315

FEE \$ 12.00

Wm D. MILNE, County Clerk

By Handwritten Signature