

THIS MORTGAGE, Made this 1st day of July, 1976, by
 JAMES LOYD HAWKINS and BARBARA A. HAWKINS, husband and wife, _____, Mortgagee,
 to ROBERT E. CHEYNE and HELEN J. CHEYNE, husband and wife, _____, Mortgagees,

WITNESSETH, That said mortgagee, in consideration of the sum of Two Thousand,
(\$2,000.00) Dollars
 and 00/100 - - - - -
 to the mortgagee paid by the mortgagees, the said mortgagee does hereby grant, bargain, sell and convey unto
 the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns
 and the heirs of the survivor of them, those certain premises situate in the County of Klamath
 and State of Oregon, and described as follows, to-wit:

That portion of W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 8, Township 39 South, Range 9 East of the
 Willamette Meridian, described as follows: Commencing at a point on the
 Northwesterly line of the Weed-Klamath Falls Highway, which lies Northeast-
 erly thereon a distance of 460 feet from the intersection of the Northwest-
 erly line of said highway with the Northeastly line of the County Road
 conveyed to Klamath County by deed recorded in Book 132 at page 543 of Klamath
 County Deed Records, and thence run North 51°19½' West and parallel with the
 Northeast line of the County Road a distance of 320 feet; thence North 38°40½'
 East parallel with said highway line a distance of 100 feet; thence Southeast-
 erly and parallel with the initial line of this description 320 feet to said
 highway line; thence run along said highway line Southwesterly a distance
 of 100 feet to the point of beginning,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-
 wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed
 or installed in or upon said described premises,

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of sur-
 vivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of one certain promissory note in words
 and figures substantially as follows:

\$ 2,000.00 Klamath Falls, Oregon July 1, 1976.
 Payable on the sale of the property securing the note,
 Robert E. Cheyne and Helen J. Cheyne, we, jointly and severally, promise to pay to the order of
 and upon the death of any of them, then to the order of the survivor of them, at Klamath Falls, Oregon
 - - - - - Two Thousand, and 00/100 - - - - - DOLLARS,
 with interest thereon ~~XX~~
 If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attor-
 ney's fees and collection costs of the holder hereof; and if a suit or an action is filed hereon, I/we also promise to pay (1) the 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 in-
 terest shall vest absolutely in the survivor of them.

s/ James Loyd Hawkins

s/ Barbara A. Hawkins

Stevens-Ness Law Publishing Co., Portland, Ore. SN

FORM No. 693—NOTE—Survivorship.

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagee" shall include mortgagees; the
 singular pronoun shall be taken to mean and include the plural, the masculine and the neuter, and all grammatical changes shall be made,
 assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagees"
 shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because
 it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of
 survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein
 given to the mortgagees shall vest forthwith in the survivor of them.

The mortgagee warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 (a) primarily for mortgagee's personal, family, household or agricultural purposes (see Important Notice below),
 (b) for an organization or (even if buyer is a natural person) are for business or commercial purposes other than agricultural purposes.

And said mortgagee covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said
 premises and has a valid, unencumbered title thereto EXCEPT a prior mortgage to First National Bank of
 Oregon, to which this mortgage is second and junior,

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) 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(s) above described, when due and payable 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 may hereafter be erected on the premises insured in favor of the mort-

gages against loss or damage by fire, with extended coverage, in the sum of \$ full insurable value. The mortgagor agrees to pay the mortgagee as in a company or companies acceptable to the mortgagee and will have all policies of insurance on said property made payable to the mortgagee as their interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; 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.

Now, therefore, if said mortgagor shall fail to make any payment or to perform any covenant herein, or if a proceeding of any kind 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(s); if being agreed that if the mortgagor shall fail to make any payment or 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(s) or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at their 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(s), and this mortgage may be foreclosed at any time while 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 without waiver, however, of any right arising to the mortgagee.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagor neglects to repay any sums so paid by the mortgagee. In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagee, may appoint a receiver to collect 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 without waiver, however, of any right arising to the mortgagee.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagee, may appoint a receiver to collect 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 without waiver, however, of any right arising to the mortgagee.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successor in interest and assign of said mortgagor and of said mortgagees respectively.

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

James Loyd Hawkins
Barbara A. Hawkins

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

MORTGAGE

(Survivorship)
(FORM No. 691)

TO

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 7th day of JULY, 1976, at 2:24 o'clock P.M., and recorded in book N 76 on page 10268, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. MILNE

COUNTY CLERK Title.

By *W. D. Milne* Deputy.

FEE \$ 6.00

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

Return to:

Robert E. Chynne
P.O. Box 1448
Medford, California 96058

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 5 day of July, 1976, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named JAMES LOYD HAWKINS and BARBARA A. HAWKINS, husband and wife,

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

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

W. D. Milne
Notary Public for Oregon

My commission expires 08/8/1978