FORM No. 925—SECOND MORTGAGE—One Page Long Form (Truth-in-Lending Series).

Vol. m76 Page 17326

TC 21023

THIS MORTGAGE, Made this 1st day of August, 1976, by Robert L. Robinson and Margaret R. Robinson, Mortgagor,

to Robert R. Davidson, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Fourteen Thousand and no/100 ----($14,000.00)------------------------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:

Parcel 1: W½SW¼; SE¼SW¼ and SW¼SE¼ LESS the North 6.66 chains thereof, in Section 32, Township 39 South, Range 12, E.W.M.
All that portion of Lots 1, 2, 3 and 4 lying Northerly of the Langell Valley Market Road, EXCEPTING therefrom the following described parcel of land: Beginning at the Northeast corner of the NE¼NE¼ (also described as Lot 1) of Section 5; thence West 1090.3 feet; thence South 27°57' East 104 feet; thence South 41°27' East 319 feet; thence South 18°59' East 528.7 feet; thence South 0°01' West 482 feet, more or less, to the South boundary line of said NE¼NE¼ of said Section 5; thence East 662 feet, more or less, to the Southeast corner of said NE¼NE¼ of said Section 5; thence North 1,316 feet, more or less, to the point of beginning, being in Section 5, Township 40 South, Range 13 E.W.M.

SAVING AND EXCEPTING from the above described property portions thereof conveyed to the United States of America for ditches and laterals.

CONTINUED ON ATTACHED EXHIBIT A

'76 NOV 1 PM 4 00

PROMISSORY NOTE

$14,000.00 Klamath Falls, Oregon August 1, 1976

We, ROBERT L. ROBINSON and MARGARET R. ROBINSON, husband and wife, jointly and severally promise to pay to the order of ROBERT R. DAVIDSON, at Klamath Falls, Oregon no later than August 1, 1986, the sum of Fourteen Thousand and No/100's Dollars ($14,000.00), with interest thereon at the rate of 10 percent per annum from the date hereof until paid; interest to be paid annually with the first of said payments to be due on the anniversary date of this Note. If the above is not so paid, all principal and interest, at the option of the holder of this Note, to become immediately due and collectible. Any part hereof may be paid at any time. If this Note is placed in the hands of an attorney for collection, we promise and agree to pay holder's reasonable attorney fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, hear or decided.

Robert L Robinson — ROBERT L. ROBINSON

Margaret R. Robinson — MARGARET R. ROBINSON

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: August 1, 1986.

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, (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 Robert L. Robinson and Margaret R. Robinson to Federal Land Bank Association of Spokane dated ...., 19...., and recorded in the mortgage records of the above named county in book ...., at page .... thereof, or as file number ...., reel 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 $123,500.00; the unpaid principal balance thereof on the date of the execution of this instrument is $123,500.00 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 mortgagee, 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 See Attached Exhibit A

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, assessments 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire

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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 mortgagees named herein and then to the mortgagor 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 mortgagor 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 mortgagor's expense; that the mortgagor 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 mortgagor 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 mortgagor 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 mortgagor 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 the mortgagor 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 mortgagor 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 mortgagor 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, mortgagor 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 mortgagor 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 mortgagor or mortgagee 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 gramatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

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*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 1 day of August, 1976, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Robert L. Robinson
Margaret R Robinson
known to me to be the identical individual...... described in and who executed the within instrument and acknowledged to me that.............. 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.

Beverly Steyer
Notary Public for Oregon.
My Commission expires 9/11/78

SECOND MORTGAGE

(FORM No. 925)

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

....

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TO

....

....

AFTER RECORDING RETURN TO

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,
County of.............................. } ss.

I certify that the within instrument was received for record on the ....day of........................, 19......, at..............o'clock......M., and recorded in book..............on page..............or as file/reel number..............................., Record of Mortgages of said County.

Witness my hand and seal of County affixed.

....Title.

By ....Deputy

EXHIBIT A

PROPERTY DESCRIPTION CONTINUED:

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PARCEL 2: SW¼NW¼; NW¼NW¼; That portion of the NE¼SW¼ lying Northwest of Langell Valley Irrigation District Drainage Ditch; and all of the W½SE¼NW¼ lying Westerly of Lost River, in Section 32, Township 39 South, Range 12 E.W.M.

EXCEPTIONS:

1. Liens and assessments of Klamath Project and Langell Valley Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.

2. Rights of the public in and to any portion of the herein described property lying within the boundaries of public roads and highways.

3. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years since October 5, 1968, in which the land was subject to the special land use assessment.

4. Rights of the Federal Government, the State of Oregon, and the general public in any portion of the herein described premises lying below the high water line of Lost River.

5. Reservations and restrictions in deed from the State of Oregon, to B. A. Washburn, dated February 26, 1908, recorded October 19, 1918 in Deed Volume 49, page 492, records of Klamath County, Oregon, as follows: "Subject, however, to right of way for ditches, canals and reservoir sites for irrigation purposes, constructed or which may be constructed by authority of United States or otherwise which right of way is hereby expressly reserved." Affects Section 32.

6. Reservations and restrictions in deed from F. L. Weaver and Elsie H. Weaver, husband and wife, to Harry R. Frazier and Bessie M. Frazier, husband and wife, dated March 23, 1945, recorded March 26, 1945, in Deed Volume 174, page 405, records of Klamath County, Oregon, as follows:"Reserves to grantors, all oil, gas and mineral rights in, on or under said land." Affects Section 32.

7. Agreement for drain ditch, including the terms and provisions thereof, between Claude H. Brown and Eva M. Brown, first party and J. Henry Thomas, second party, dated August 9, 1946, recorded August 16, 1946, in Deed Volume 194, page 133, records of Klamath County, Oregon. Affects Section 32.

8. Right of way for pole line conveyed by Keith L. Rice and Mary W. Rice, husband and wife, to The California Oregon Power Company, dated May 14, 1954, recorded May 20, 1954, in Deed Volume 267, page 102, records of Klamath County, Oregon. Across Lot 1, Section 5, Township 40, S.R. 13 E.W.M.

9. Easement for pump site and pipe lines, including the terms and provisions thereof, given by Frank L. King, Jr. and Virginia Lee King, et al., to the United States Department of the Interior, Bureau of Reclamation, dated April 29, 1968, recorded June 18, 1968, in Volume M68, page 5370, Microfilm records of Klamath County, Oregon. Affects Section 32.

10. Easement for Irrigation Distribution Canal, including the terms and provisions thereof, given by Frank L. King, Jr. and Virginia Lee King et al, to Langell Valley Irrigation District, dated April 29, 1968, recorded June 18, 1968, in Volume M68, page 5372, Microfilm records of Klamath County, Oregon. Affects Section 32.

CONTINUED ON REVERSE

11. Reservations and restrictions in deed from Eugene Aiello to Robert D. Liudahl and Greta M. Liudahl, husband and wife, dated November 2, 1973, recorded December 4, 1973, in Volume M73, page 15673, Microfilm records of Klamath County, Oregon, as follows: "...the said grantor hereby reserves unto grantor the rights to all oil, petroleum, gas, asphaltum and other minerals, gaseous, liquid or solid, including, but not limited to, geothermal rights in and under the above described real property." Affects Section 32.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~xxxxxxxxx~~

this 1st day of November A. D. 19 76 at 4;00 o'clock P M., and

duly recorded in Vol. M 76, of MORTGAGES on Page 17326

Wm D. MILNE, County Clerk

FEE $12.00

By Hazel Drazil

Robert R. Davidson
8609 Aqueduct
Sepulveda Calif
91343