FORM No. 755A—MORTGAGE 23857 Vol. M77 Page 929

THIS MORTGAGE, Made this 29th day of November, 1976,
by WARD L. EDWARDS and BETTY L. EDWARDS, hereinafter called Mortgagor,
to PAUL BREITENSTEIN hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Five Thousand and no/100 ---------- 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:

Beginning at a point on the East line of Lot 8 Section 6 Township 40 South, Range 8 E.,W.M. distant 660 feet from the Northeast corner of said Lot 8; thence West at right angles to said East line of said Lot 8 to a point on the Easterly line of the Keno-Worden Highway; thence Northwesterly along the said Easterly line of said Highway to the point where said line intersects the West line of said Lot 8; thence North along said West line to the Northwest corner of said Lot 8; thence East along the North line of said Lot 8 to the Northeast corner of said Lot; thence South along the East line of said lot to the point of beginning, containing 20 acres, more or less.

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 certain promissory note, described as follows:

In amount of $5,000.00, due one year from date, November 29,1976; interest at 8 per cent per annum, payable at maturity, executed by Ward L.Edwards and Betty L.Edwards, payable to Paul Breitenstein.

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 buyer is a natural person) are for business or commercial purposes other than agricultural purposes.

And said mortgagor further covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

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Subject to Mortgage to the Department of Veterans' Affairs of the STATE OF OREGON;

and will warrant and forever defend 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 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 be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of $........ 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 his 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 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 if proceedings 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, the mortgagee 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 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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 grammatical 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.

Ward L. Edwards

Betty L. Edwards

*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.

Nov 29, 1976

STATE OF OREGON, County of Klamath, ss:

Personally appeared the above named WARD L. EDWARDS and BETTY L. EDWARDS, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: [signature] Notary Public for Oregon

(NOTARIAL SEAL) My commission expires: 1/11/79.

MORTGAGE

WARD L. EDWARDS and

BETTY L. EDWARDS,

TO

PAUL BREITENSTEIN.

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

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 .... Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title.

By .... Deputy.

AFTER RECORDING RETURN TO
BEDDOE & HAMILTON
Attorneys At Law
286 Main Street
Klamath Falls Oregon 97601

277 JAN 4 PM 4 06

$ 5,000.00 Klamath Falls, Oregon, November 29, 1976.

On or before One Year after date, each of the undersigned promises to pay to the order of PAUL BREITENSTEIN

at

Five Thousand and no/100 ------------------------------ DOLLARS, with interest thereon at the rate of 8 percent per annum from date until paid. Interest to be paid at maturity, and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or action is filed hereon; however, if such suit or 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.

x [signature]

x Betty L. Edwards

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of BEDDOE & HAMILTON ATTYS

this 6th day of JANUARY A. D. 1977 at 4:06 o'clock P M., and

duly recorded in Vol. M 77, of MORTGAGES on Page 328

WM. D. MILNE, County Clerk

By Hazel Drazil

FEE $ 6.00

RETURN TO:

BEDDOE & HAMILTON
Attorneys At Law
288 Main Street
Klamath Falls Oregon 97601