

24170
23295

Vol. 77 Page 737 Vol. 76 Page 20521
MORTGAGE

THIS MORTGAGE, made this 3rd day of December, 1976, by and between
Rollie H. Knaggs & Frances A. Knaggs hereinafter called Mortgagor, and
Equitable Savings & Loan Association hereinafter called Mortgagee.

WITNESSETH, that, whereas, the Mortgagee has loaned to the Mortgagor the sum of
***SIX THOUSAND TWO HUNDRED SIXTY NINE AND 76/100 DOLLARS, which sum the Mortgagor agrees to
repay to the Mortgagee according to the terms of a promissory note of even date for said sum executed and delivered
by the Mortgagor to the Mortgagee.

NOW, THEREFORE, in consideration of said loan, and for the purpose of securing the payment of said several
sums of money and interest specified in said note, and the faithful performance of all the covenants therein and
herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and
assigns forever, all of the following described real property, situated in the County of

Klamath and State of Oregon, to-wit:

Tract No. 1008, known as BANYON PARK, Klamath County, Oregon. This instrument is
being re-recorded to correct the legal description. The correct description is
Lot 3, Block 3, Tract No. 1008, known as Banyon Park, Klamath County, Oregon.
together with any other property which shall be determined to be a part of said real estate (collectively "the
property").

This mortgage is given to secure the payment of the several sums of money and interest specified in said note
hereinbefore mentioned, and the performance of the covenants and conditions therein and herein contained; upon
the full payment of which said sums and the full and complete performance of which said covenants and conditions,
as herein required, this conveyance shall be null and void, otherwise it shall be and remain in full force and effect.

It is expressly provided that time and the exact performance of all the conditions of this mortgage are of the
essence of this contract, and in case default be made in the payment of any of said sums of money when due and
payable, as above provided, then the whole of the principal sum and the interest accrued at the time default is made,
and all other sums which the holder of this mortgage shall have paid or become liable to pay shall, at the option of
such holder thereof, become immediately due and payable without demand or notice, and this mortgage may be
foreclosed at any time thereafter without notice.

And it is also expressly agreed that if any suit is instituted to effect such foreclosure, by reason of any such
default, the party to such suit holding this mortgage may recover therein as attorney's fees such sum as the court
may adjudge reasonable in such suit or action and any appeal therein, together with the costs incurred or paid by
such party for continuation of abstract or title search from the date of this mortgage to the date of instituting such
foreclosure suit, in addition to the costs and disbursements allowed by law, and said attorney's fees and other costs
shall be secured by this mortgage.

IN TESTIMONY WHEREOF, the Mortgagor has signed this mortgage the day and year first above written.

STATE OF Oregon, ss.
County of Klamath

Rollie H. Knaggs
Frances A. Knaggs
December 3, 1976

Personally appeared the above named Rollie H. Knaggs & Frances A. Knaggs and acknowledged
the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Michael P. Lutz
Notary Public for Oregon
My Commission Expires MARCH 15 1977

L-445 (9-73)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 23rd day of
DECEMBER A.D., 1976 at 11:10 o'clock P. and duly recorded in Vol. M 76
of MORTGAGES on Page 20521

FEE \$ 3.00

WM. D. MILNE, County Clerk
By Hazel Craig Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss. re-recorded to correct description

I hereby certify that the within instrument was received and filed for record on the 14th day of January
A.D., 1977 at 10:48 o'clock A. M., and duly recorded in Vol. M 77
of MORTGAGES on Page 737

FEE \$ 3.00

WM. D. MILNE, County Clerk
By Hazel Craig Deputy

76 DEC 23 AM 11 10

87 JAN 14 AM 10 48

Rollie Knaggs & Frances A. Knaggs
of 1300 S. W. 1st Ave
Klamath Falls, Ore