

THIS MORTGAGE, Made this 28 day of February, 1977, by
 RICHARD R. BARRETT and MARLYN K. BARRETT, husband and wife,
 to JOHN EDWARD HARRIS and OPAL HARRIS, husband and wife,

WITNESSETH, That said mortgagor, in consideration of the sum of Five Thousand Two
 Hundred Eleven and 40/100 (\$5,211.40) Dollars
 to the mortgagor paid by the mortgagees, the said mortgagor 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:

A portion of the NE 1/4 SE 1/4 of Section 3, Township 40 South, Range
 13 E.W.M., more particularly described as follows: Beginning at the
 Northeast corner of the NE 1/4 SE 1/4 of said Section 3; thence South
 along the East section line of said Section 3 a distance of 1032 feet
 to a point; thence Northwesterly a distance of 1684 feet to a point on
 the North line of the NE 1/4 SE 1/4, a distance of 1297 feet West from
 the point of beginning; thence East 1297 feet along the North line of
 the NE 1/4 SE 1/4 to the point of beginning. EXCEPTING THEREFROM any
 portion lying within the right of way of the County Road.

SUBJECT TO: All future real property taxes and assessments; liens and
 assessments of Klamath Project and Langell Valley Irrigation District,
 and regulations, contracts, easements, water and irrigation rights in
 connection therewith;

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 a certain promissory note in words
 and figures substantially as follows: "\$5,211.40 Klamath Falls, Oregon, February 28, 1977

We, jointly and severally, promise to pay to the order of JOHN EDWARD
 HARRIS and OPAL HARRIS, husband and wife, and upon the death of either of
 them, then to the order of the survivor of them, at the FIRST NATIONAL BANK
 OF OREGON, Klamath Falls Branch, Klamath Falls, Oregon, FIVE THOUSAND TWO
 HUNDRED ELEVEN and 40/100, (\$5,211.40), DOLLARS, with interest thereon at the
 rate of 5 1/2% per annum from the date hereof until paid; payable in annual
 installments of not less than \$690.00 in any one payment; interest shall be
 paid annually and is included in the minimum payment above required; the
 first payment to be made on the 1st day of April, 1978, and a like payment
 on the 1st day of each April thereafter, until the whole sum, principal and
 interest, has been paid; if any of said installments is not so paid, all
 principal and interest to become immediately due and collectible at the option
 of the holder of this note. If this note is placed in the hands of an attorney
 for collection, we promise and agree to pay holder's reasonable attorney's fees
 and collection costs, even though no suit or action is filed herein, 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, in-
 cluding any appeal therein is tried, heard or decided.

It is the intention of the parties hereto that the said payees do not take
 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 interest shall vest absolutely in the
 survivor of them.

/s/ Richard R. Barrett
 /s/ Marlyn K. Barrett

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:
 April 1, 1987.

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagor" shall include mortgagors; the
 singular pronoun shall be taken to mean and include the plural, the masculine, the feminine 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 money 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 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 other purpose (see Important Notice below);

And said mortgagor 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.

STATE OF OREGON
 I hereby certify that
 March
 of 1977

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 \$..... in a company or companies acceptable to the mortgagees and will have all policies of insurance on said property made payable to the mortgagees as their interest may appear and will deliver all policies of insurance on said premises to the mortgagees as soon as insured; that he will keep the build-

ings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. Now, therefore, it said mortgagor shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note(s); it 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 mortgagees 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 mortgagees 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), without waiver, however, of any right arising to the mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagor neglects to repay any sums so paid by the mortgagees.

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 mortgagees for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as pay such sum at 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.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagees, may 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 the mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Each and all of the covenants and agreements herein contained shall apply to, insure to the benefit of and bind the heirs, executors, administrators, successors 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.

Richard R. Barrett
Marlyn K. Barrett

*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 30th day of March, 1977, at 2:01 o'clock P.M., and recorded in book M.77 on page 5324 or as file number 27418. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Wm. D. Milne
Deputy
Pee \$6.00
STEVENS-NEES LAW FIRM, CO., PORTLAND, ORE.

Klamath Co Title
PO Box 151
K Falls

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 28 day of February, 1977, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named RICHARD R. BARRETT and MARLYN K. BARRETT, 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 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.

Betty C. Tucker
Notary Public for OREGON
My commission expires 1-7-80

(SEAL)