

THIS MORTGAGE, Made this 9th day of May, 1977,
 by ALMAN NEAL GARDNER and ANN MARIE GARDNER, Mortgagor,
 to FRED WINEBARGER and/or LORENE WINEBARGER, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Nine Hundred and 00/100---
 (\$900.00) Dollars, to him paid by said mortgagee, does hereby
 grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
 tain real property situated in Klamath County, State of Oregon, bounded and described as
 follows, to-wit:

Lots 11 and 12 LOST RIVER COURT ADDITION IN THE CITY
 OF MERRILL, Klamath County, Oregon.

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 promissory note, of which the
 following is a substantial copy:

\$ 900.00 Merrill, Oregon May 9, 1977
 Ten Years after date, each of the undersigned promises to pay to the order of
 Fred and/or Lorene Winebarger
 at Merrill, Oregon
 Nine Hundred and 00/100--- DOLLARS,
 with interest thereon at the rate of 8 percent per annum from date hereof until paid. Interest to
 be paid quarterly and if not so paid, the whole sum of both principal and interest to become im-
 mediately 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, each of the undersigned promises and agrees to pay the reasonable collection costs of the
 holder hereof; and if suit or action is filed hereon, also promises to pay (1) 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.

Alman Neal Gardner

Ann Marie Gardner

No.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-
 comes due, to-wit: 19--- until paid.

And said mortgagor 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

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 pay-
 able 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other
 hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or
 obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-
 gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
 gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies
 to the mortgagee 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 he will keep the buildings and improvements on said premises
 in good repair and will not commit or suffer any waste of said premises. 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 satis-
 factory 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.

