11524	
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 mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes. Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said Robert Harris and Frances Harris,	
terest or any part thereof as above provided, then the said KOOCL which husband and wife and them legal representatives, or assigns may foreclose the mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said John Dobranski and Dorothy Dobranski heirs or assigns.	The second secon
Witness 5WR	EST TO THE PROPERTY OF THE PARTY OF THE PART
*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not opplicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word plicable; if warranty (a) is applicable and if the mortgagee MUST comply is defined in the Trub-in-tending Act and Regulation 2, the mortgages MUST comply with the Act and Regulation by making sequired disclosures; for this purpose, if this with the Act and Regulation by making sequired disclosures; for this purpose, if this instrument is to be a first lien, use Stevens-form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.	
MORTGAGE troam No. 71	
STATE OF O Colunty of at a soile mun Record of Mo Witness County affixe By A AFTER R	
STATE OF OREGON, Ss. County of OREGON Ss. BE IT REMEMBERED, That on this 25 72 day of JULY , 19.77 , BE IT REMEMBERED, That on this DEPOTHY DOBRANS State, personally appeared the within before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within before me, the undersigned, a Notary Public in and for Said County and State, personally appeared the within before me, the undersigned a Notary Public in and for Said County and State, personally appeared the within before me, the undersigned a Notary Public in and for Said County and State, personally appeared the within before me, the undersigned a Notary Public in and for Said County and State, personally appeared the within before me, the undersigned a Notary Public in and for Said County and State, personally appeared the within before me, the undersigned a Notary Public in and the undersigned a Notary Public in an additional and the undersigned a Notary Public in an additional and the undersigned and the unders	
before me, the undersigned, a Notary Public in and for said County and State, personally appears to be the identical individual of described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to me to be the identical individual described in and who executed the within instrument and known to be identical individual described in and who executed the identical individual described in an identical individual described in an identical individual described in a	
Notery Public for Occion. My Commission expires.	

TIMBER SALES AGREEMENT

This agreement made and entered into this 19th day of May, 1977, by and between John and Dorothy Dobranski, husband and wife, hereinafter referred to as Sellers, and Robert Harris, hereinafter referred to as Purchaser, witnesseth:

Whereas the first parties are the owners of the merchantable saw timber located on the following described real property, towit:

NE 1/4SW 1/4NW 1/4 of Section 13, Township 35 South, Range 9 E.W.M., Klamath County, Oregon.

S 1/2NE 1/4, SE 1/4 NW 1/4, S 1/2 SW 1/4 NW 1/4, and NW 1/4 SW 1/4 NW 1/4 of Section 13, Township 35 South, Range 9 E.W.M., Klamath County, Oregon,

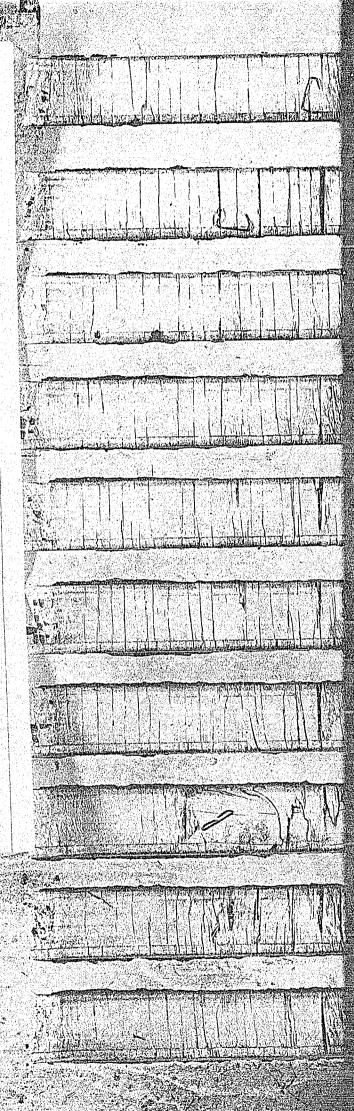
SAVE AND EXCEPTING from the above described tract the following described land: Beginning at a point 489.5 feet South of the Nowthwest corner of the SE 1/4 NW 1/4, Section 13, Township 35 South, Range 9 E.W.M.; thence East 60 feet parallel to the North line of said SE 1/4 NW 1/4; thence South parallel with the West line of said SE 1/4 NW 1/4 to the Northerly boundary line of the Chiloquin-Sprague River Highway; thence Northwesterly along the said Northerly boundary line of the said Chiloquin-Sprague River Highway to the West line of said SE 1/4 NW 1/4; thence North to the point of beginning. The North 489.5 feet of the SE 1/4 NW 1/4 and the North 489.5 feet of the S 1/2 NE 1/4, Section 13, Township 35 South, Range 9 E.W.M., Klamath County, Oregon.

And, whereas the Sellers desire to sell said merchantable saw timber and the Purchaser has agreed to purchase and pay for it as cut and removed.

Now, therefore, it is understood and agreed between the parties hereto that the Sellers shall permit the Purchaser to cut and remove the merchantable saw timber on the above described real property on the following terms and conditions:

GARY L. HEDLUND
ATTORNEY AT LAW
325 MAIN STREET
KLAMATH FALLS, OREGON
97501

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1. Purchaser shall remove merchantable saw timber from the premises in the total amount of 70,000 board feet and Purchaser agrees to pay, therefor, to Sellers the sum of \$4,200.00 at a rate of \$60 per 1,000 board feet according to Bureau Scale, on account of which \$4,200.00 is payed on the execution hereof, the receipt of which is hereby acknowledged by the Sellers.

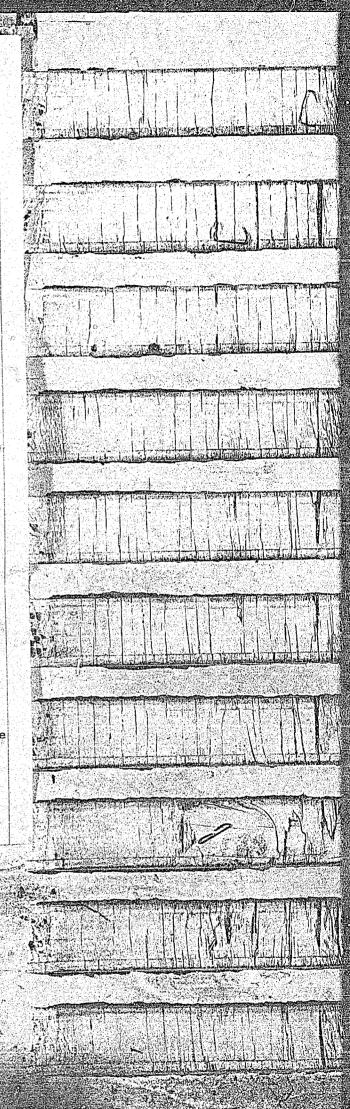
2. The Purchaser further agrees to furnish Sellers with an accurate log scale of all logs removed from the premises on the 1st and 15th days of each month until merchantable saw logs of the total amount of 70,00 board feet have been removed therefrom.

3. It is further agreed that the Purchaser will begin the logging operation contemplated by this agreement on or about the 20th day of May, 1978, and that they will be permitted to conduct a continuous logging operation on the premises thereafter until merchantable saw logs of the total quantity of 70,000 board feet have been removed from the premises. The parties hereto agree that the Purchaser shall have as long as three years from May 20, 1977, to complete the logging operation and remove the timber.

4. It is also understood and agreed by the parties hereto that the \$4,200 tendered to the Sellers under this contract shall bear interest from the date of this contract at the annual rate of 10% and further that the Purchaser shall have the right to remove merchantable timber equal to the interest due hereon. It is also understood that if the Sellers repay to the Purchaser the sum of \$4,200 together with 10% interest from the date of this agreement before May 20, 1978, that this document will not operate

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GARY L. HEDLUND ATTORNEY AT LAW 325 MAIN STREET KLAMATH FALLS, CHEGON



as a sale of the timber and that there will be no removal of any timber under the terms of this agreement and the Sellers obligations hereunder shall be completely satisfied.

- 5. It is understood and agreed that the Purchaser will comply with all laws and regulations regarding the piling and burning of brush, fire hazards and other conditions imposed on them by the State of Oregon, in carrying out the logging operation. It is further understood by the parties hereto that the Sellers are in no way associated or otherwise connected with the actual performance of this contract on the part of Purchaser as to the employment of labor or incurring of other expenses; that the Purchaser is an independent contractor in the performance of each and every part of this contract and solely and personally liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract.
- 6. It is further understood and agreed that this contract is not assignable without the written consent of the Sellers.

In testimony whereof the parties have set their hands the

day and year first above wirtten.

Ophn Dobranski
Dorochy Dobranski

Robert Harris

Radiat of Janus BU 304 542 Chiloyun Che

GARY I.. HEDLUND

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the <u>llth_day of ANGUST A.D., 19 77 at 9:10</u> o'clock A.M., and duly recorded in Vol. M77,

of MORTGAGES on Page 14533

WM. D. MILNE, County Clerk

FFF \$ 15.00

By Hazel Drogil