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 THIS MORTGAGE, Made this 23rd day of January, 1978  
 by EUGENE JOE  
 to BERNICE F. JOE  
 hereinafter called Mortgagor,  
 hereinafter called Mortgagee,  
 WITNESSETH, That said mortgagor, in consideration of Ten 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 prop-  
 erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

(See reverse.)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the tenements, hereditaments and appurtenances therunto 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:

Note dated January 23, 1978, in the sum of \$10,000.00, payable within  
 five years of the date with interest of 7% per annum, payable with  
 principal, providing for payment of attorney fees and costs should legal  
 action be required, and signed by Eugene Joe.

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) not for or in connection with mortgagor's business or commercial purposes other than agricultural purposes.  
 The 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 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 building 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 pay-  
 ment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said prem-  
 ises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and 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 of any lien, encumbrances or insur-  
 ance 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.

\*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 re-  
 quired 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.

STATE OF OREGON, County of Klamath, ss: June 23, 1978  
 Personally appeared the above named EUGENE JOE  
 P.D.V. NC and acknowledged the foregoing instrument to be his voluntary act and deed,  
 Before me: Notary Public for Oregon  
 My commission expires: 9/1/80

## MORTGAGE

STATE OF OREGON, ss.

County of \_\_\_\_\_  
 I certify that the within instru-  
 ment was received for record on the  
 day of \_\_\_\_\_, 19\_\_\_\_,  
 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
 in book \_\_\_\_\_ on page \_\_\_\_\_ or as  
 filing fee number \_\_\_\_\_  
 Record of Mortgages of said County.  
 Witness my hand and seal of  
 County affixed.

(DON'T USE THIS  
 SPACE, RESERVED  
 FOR RECORDING  
 LABEL IN COUN-  
 TIES WHERE  
 USED.)

AFTER RECORDING RETURN TO

Bernice F. Joe  
 Box 244  
 Beatty, O.R. 97621

By

Title  
 Deputy

78 JUN 23 11 11 45

755A

A portion of Lot 30 of Section 14, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point in the Southerly boundary of said Section 14 which is 1700.0 feet Easterly from the South-westerly corner of said Section 14 and running thence Easterly along said Section line 209 feet; thence North 239 feet; thence West and parallel with said Southerly section line 209 feet; thence South 239 feet, more or less, to the said point of beginning.

EXCEPTING that portion thereof, lying in the right of way of the Klamath Falls-Lakeview Highway.

INCLUDING Boise Cascade Mobile Home, Serial Number: Klamath 5-3612-1430-2900, Oregon license number: X65962.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of \_\_\_\_\_

this 23rd day of January A. D. 19 78 at 11:45 o'clock A. M., and  
fully recorded in Vol. M78, of Mortgages on Page 1360.

Wm D. MILNE, County Clerk

By Bernitha H. Hetsch

Fee \$6.00