

THIS MORTGAGE, Made this 3 day of February, 1978,
by Lawrence A. Worton and Aileen J. Worton, Husband and wife,
to Thomas, Beesley & Couch attorneys at Law,
hereinafter called Mortgagor,
hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of (\$1198.72) Eleven Hundred
Ninety eight dollars and 72/100 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:

Lots 11, 12, 13 and 14 in Block 2 of JUNIPER ACRES

Subject to: contract and/or lien for irrigation and/or drainage,
and reservations, easements and rights of way of record and those
apparent on the land.

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 certain promissory note, described as follows:

See attached Exhibit "A"

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 buyer is a natural person) are for business or commercial purposes other than agricultural purposes.
And said mortgagor further 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 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 EXCEPT, Agreement dated September 20 1973, by and between
Clarence W. Hockman and Harveen P. Hockman, as Vendors, and Lawrence A.
Worton and Aileen J. Worton, as Vendees

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, it 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 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 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 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:
I, Barbara Jones, Notary Public for Oregon,
do hereby certify that Lawrence A. Worton and Aileen J. Worton
personally appeared before me, and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me: Barbara Jones My commission expires: 5/20/81

(NOTARIAL SEAL)

MORTGAGE

Worton

TO

Thomas Beesley & Couch

No.

AFTER RECORDING RETURN TO

Thomas Beesley & Couch
930 Klamath Ave
Klamath Falls OR 97601

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

STATE OF OREGON,

County of _____ ss.

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 _____
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Title.

By _____ Deputy

6-755A
6-20

2371

PROMISORY NOTE

\$1198²²

February 3, 1978

ON DEMAND, we, jointly and severally, promise to pay to the order of Thomas, Beesley & Couch, attorneys at Law, Eleven Hundred Ninety eight dollars 72/100 - - - with interest thereon at the rate of 6% percent per annum from 2-3-78 until paid; interest to be paid concurrently. All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, we promise and agree to pay the holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; 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, including any appeal therein, is tried, heard or decided.

Lawrence P. Water Alleen J. Water

FUTURE INDEBTEDNESS

This mortgage is made also to secure and enforce payment of all other indebtedness that is presently existing or may hereafter exist of mortgagor to mortgagee, irrespective of the manner by which such indebtedness is evidenced, whether by notes, advances, overdrafts, bookkeeping entries or otherwise.

It is further agreed that all sums now owed to mortgagee or hereafter advanced by mortgagee to mortgagor shall be payable on demand and shall bear interest as is provided in the note above or other evidences of such indebtedness.

This mortgage is also executed to secure and enforce payment of any renewal or extension of any note or of any part of the indebtedness of mortgagor, including any further loans that may be made by mortgagee to mortgagor under the provisions hereof.

Repayment to mortgagee of all indebtedness of mortgagor shall not terminate the lien of this mortgage unless it is released by mortgagee at the request of mortgagor; otherwise it shall remain in force to secure future advances and indebtedness, irrespective of any additional security that may be taken as to such indebtedness. The lien of this mortgage shall be unaffected by renewals, extensions, or partial releases thereunder.

Lawrence P. Water Alleen J. Water

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 8th day of February A.D., 19 78 at 3:20 o'clock P M., and duly recorded in Vol. M78 of Mortgages on Page 2370.

FEE \$6.00

WM. D. MILNE, County Clerk
By Bernetha H. Heloch Deputy