

45149
 THIS MORTGAGE Made this 13th day of Feb. 1978
 by MICHAEL D. SHORT; EDGAR A. JORDON and LOIS L. JORDON, husband and wife
 to PACIFIC WEST MORTGAGE CO., an Oregon corporation Mortgagee,

WITNESSETH That said mortgagee, in consideration of FIFTEEN THOUSAND TWO HUNDRED EIGHTY SIX AND 45/100 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 property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

The following described real property in Klamath County, - Oregon:

PARCEL 1:

Beginning at the Northeast corner of the Southeast quarter (SE 1/4) of Section 36, Township 24 South, Range 8 East of the Willamette Meridian; thence South 254.8 feet to the true point of beginning; thence West Northwesterly 316 feet to the East boundary of U. S. Highway 97; thence West Southerly along said boundary, 228.5 feet; thence Easterly at a 90° turn, 30 feet; thence Southerly at right angles, 100 feet to the North boundary line of a parcel of land deeded to Willis and Mabel Jorstad as recorded in Book 155, page 34 in County Clerk's office of Klamath County; thence Easterly along said line 440.4 feet to Section line; thence North 362.9 feet to point of beginning.
 EXCEPT portion if any lying within that certain tract in Book 204 at page 399, Deed Records, lying to the North.

PARCEL 2:

A tract of land situated in the NE 1/4 of the SE 1/4, Section 36, Township 24 South, Range 8 East of the Willamette Meridian, more particularly described as follows: Beginning at the Northeast corner of the SE 1/4 of said Section 36; thence West along the center line of said Section, 407 feet more or less, to the Easterly right of way line of the Dalles-California Highway; thence in a Southerly direction along said right of way line 400 feet; thence Easterly at right angles to said highway, 536 feet, more or less, to the Northeast corner of Parcel 2 of Deed recorded March 20, 1957 in Deed Volume 290 at page 392 and the true point of beginning; thence Southerly at right angles 400 feet to the Southeast corner of Parcel 1 of Deed recorded March 20, 1957 in Deed Volume 290, page 392; thence at right angles Southeasterly to the Section line; thence Northerly along said Section line to the Southeast corner of Deed recorded June 19, 1959, in Deed Volume 313 at page 415; thence Northwesterly along the Southerly line of Deed recorded in Volume 313, page 415, to the point of beginning.

PARCEL 3:

A parcel of land lying in the NE 1/4 of the SE 1/4 of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, and being a portion of that property described in that certain deed to State of Oregon, by and through its State Highway Commission recorded in Deed Volume 252, page 172, records of Klamath County; the said parcel being that portion of said property lying Southeasterly of a line which is parallel to and 100 feet Southeasterly of the center line of the relocated The Dalles-California Highway which center line is described as follows: Beginning at Engineer's center line Station 42+00, said Station being 125 feet North and 298 feet West of the East quarter corner of said Section 36; thence South 25° 50' West 1000 feet to Station 52+00, said parallel line crosses the Northeast and Southwesterly line of said property approximately opposite center line Station 46+30 and 47+30, respectively.

/s/ Michael D. Short

/s/ Edgar A. Jordan

/s/ Lois L. Jordan

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 mortgagee'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 mortgagee shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory 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.

The mortgagee warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) primarily for mortgagee's personal, family, household or agricultural purposes (see Important Notice below);
(b) for an organization or (even if mortgagee is a natural person) are for business or commercial purposes other than agricultural purposes.
Now, therefore, if said mortgagee 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 payment of said note. It being agreed that a failure 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 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 mortgagee shall fail to pay any taxes or charges or any lien, encumbrance or insurance 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 mortgagee 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 mortgagee 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, mortgagee further promises to pay such sum as the appellate court shall adjudge reasonable, as plaintiff's attorney's fees on each appeal, all 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 mortgagee 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, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.
In construing this mortgage, it is understood that the mortgagee or mortgagees 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.

X *Edgar A. Jordon*
X *Lois L. Jordon*

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable, if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures for this purpose. If this instrument is to be used to finance the purchase of a dwelling, see Federal Reserve Board Form 1003 or equivalent. If this instrument is NOT to be a first lien, see Federal Reserve Board Form 1003a or equivalent.

MORTGAGE
(FORM NO. 1003)

MICHAEL D. SHORT, EDGAR A. JORDON and LOIS L. JORDON

PACIFIC WEST MORTGAGE CO.
an Oregon corporation
STATE OF OREGON,
County of

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

By *[Signature]* Deputy.
STEVENS-NEES LAW FIRM, P.C., PORTLAND, ORE.

Pacific West Mortgage Co.
P. O. Box 497
Stayton, OR 97383

STATE OF OREGON,
County of Deschutes

BE IT REMEMBERED, That on this 13th day of January, 1973, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named *Edgar A. Jordon and Lois L. Jordon*, husband and wife, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
Blairley D. Brooke
Notary Public for Oregon
My Commission expires *Nov. 24, 1978*

STATE OF OREGON,

County of Lane

BE IT REMEMBERED, That on this 24th day of February, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MICHAEL D. SHORT

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Dorothy C. Truitt
Notary Public for Oregon
My Commission expires June 7, 1980

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of March, A.D., 1978 at 1:12 o'clock P.M., and duly recorded in Vol. M78 of Mortgages on Page 5590.

FEE \$25.00

WM. D. MILNE, County Clerk

By *Berntha W. Helsch* Deputy

FORM NO. 402 - WARRANTY DEED (Individual or Corporate)

45150

WARRANTY DEED

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

KNOW ALL MEN BY THESE PRESENTS, That LECKLIDER, husband and wife

G. ROBERT LECKLIDER and NANCY C.

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by GERALD E. ADOLF, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 4 in Block 7, Tract No. 1016, known as GREEN ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO:

1. Transmission line easement granted to Pacific Power & Light Co. as recorded in Volume 289, page 225.
2. Easements and restrictions as contained in plat dedication.
3. Conditions and restrictions contained in instrument recorded in Volume M70, page 6147.
4. Terms and conditions of the Articles of Incorporation of Green Acres Improvement District recorded in Volume M73, page 8797.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as set forth above and apparent upon the land,

Grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$6,350.00.

However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 20th day of March, 1978; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

G. Robert Lecklider, by his attorney *Nancy C. Lecklider*
Nancy C. Lecklider

STATE OF OREGON,

County of Klamath

March 20, 1978

Personally appeared the above named Nancy C. Lecklider, individually and as attorney in fact for G. Robert Lecklider and acknowledged the foregoing instrument to be her voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires: 8-23-81

STATE OF OREGON, County of

Personally appeared

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 24th day of March, 1978, at 1:12 o'clock PM, and recorded in book M78 on page 5593 or as file/real number 45150. Record of Deeds of said County. Witness my hand and seal of

SPACE RESERVED FOR RECORDER'S USE

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

Gerald E. & Lois E. Adolf
4639 Maplewood Court
Klamath Falls, Oregon

NAME, ADDRESS, ZIP