

THIS MORTGAGE, made this 16th day of March, 1978,
by JOSEPH W. GREEN

to WILLIAM K. GLODOWSKI and MILDRED K. GLODOWSKI, husband and wife *Mortgagor,*

Witnesseth, That said mortgagor, in consideration of **FORTY TWO THOUSAND EIGHT HUNDRED EIGHTY THREE and .56/100 Dollars**

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:

PARCEL 1: A tract of land situated in the SE1/4NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian. Beginning at a point on the North right of way line of that portion of the Klamath Falls-Lakeview Highway known as South Sixth Street, which is North 0° 35' West 40 feet from the Southwest corner of the SE1/4NW1/4; thence North 88° 57' East along the North right of way line of said Highway 35 feet, and the true point of beginning; thence continuing North 88° 57' East along said Highway 100 feet; thence North parallel to the West line of the SE1/4NW1/4, 111.2 feet to the Southeast corner of Deed recorded May 28, 1965, in Vol. 362, pg. 101, Deed Records of Klamath County, Oregon; thence South 88° 57' West 100 feet; thence South parallel to the West line of the SE1/4NW1/4 111.2 feet to the point of beginning.

PARCEL 2: Beginning at a point which is North 0° 35' West, 30.0 feet, & North 88° 57' East, 135.0 feet, & North 0° 35' West 111.22 feet from the Southwest corner of the Southeast quarter of the Northwest quarter of Section 2, Township 39 South, Range 9 East of the Willamette Meridian; thence continuing North 0° 35' West, a distance of 50.0 feet; thence South 88° 57' West a distance of 100.0 feet;

thence South 0° 35' East a distance of 50.0 feet; thence North 88° 57' East, a distance of 100.0 feet, more or less, to the point of beginning, being a portion of the West one-half of the West one-half of the Southeast quarter of the Northwest quarter of Section 2, Township 39 South, Range 9 East of the Willamette Meridian.

PARCEL 3: Beginning at a point North 0° 35' West 191.2 feet from the Southwest corner of the SE1/4NW1/4 **
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:

\$ 42,883.56

Klamath Falls, Oregon

March 16, 1978

March

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
WILLIAM K. GŁODOWSKI AND MILDRED K. GŁODOWSKI

Klamath Falls, Oregon

FORTY TWO THOUSAND EIGHT HUNDRED EIGHTY THREE and .56/100 ----- DOLLARS,
with interest thereon at the rate of 9 1/2 percent per annum from February 1, 1978, until paid, payable in
monthly installments of not less than \$ 588.80 in any one payment; interest shall be paid monthly and
commencing on the minimum payments above required, the first payment to be made on the 1st day of March
1978, and a like payment on the 1st day of the month thereafter, until the whole sum, principal and
interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately 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, I/we promise and agree to pay 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 thereon,
shall be tried or decided.

Joseph W. Green

THE PIONEER SETTLEMENT MOVE

EN Stevens-Neph Law Publishing Co., Boston, Mass.

comes due to-wit: March 1, 1937

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 kind and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that now 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 mortgagor 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 mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered 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 set forth aforesaid made by filing the same in the proper public office or offices, as well as the cost of all documents made by filing officers or notaries public as may be deemed desirable by the mortgagee.

The mortgagor warrants that the proceeds of the sum represented by the above described note and this mortgage are:
(a) primarily for the 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, 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 payment of said note; it being agreed that if 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 mortgagor 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 or any lien, encumbrance or insurance premium as above provided for, the mortgagor 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 mortgagor for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagor at any time while the mortgagor neglects to repay any sums so paid by the mortgagor. 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 mortgagor 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 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 mortgages respectively.

In case suit or action is commenced to foreclose this mortgage, the Court may upon motion of the mortgagor, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, above first deducting all of said receiver's manager charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagors 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.

** of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and thence continuing North $0^{\circ} 35'$ West a distance of 100 feet; thence North $08^{\circ} 57'$ East a distance of 135 feet; thence South $0^{\circ} 35'$ East 100 feet; thence South $28^{\circ} 57'$ West a distance of 135 feet to the point of beginning, being a portion of said SE1/4NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian.

IN WITNESS WHEREOF, said magdov has hereunto set his hand the day and year first above
written.

RECORDED IN THE OFFICE OF CLERK, IN BOSTON AND WOBBLE, WHEREVER IT MAY BE FILED AND INDEXED. IT IS APPROPRIATE AND OF THE NATURE OF A COMPLAINT FOR THE DEFENDANT TO FILE AN ANSWER OR DEFENSE WITHIN FORTY DAYS; SIMPLY SERVING THE COMPLAINT ON THE DEFENDANT WILL NOT SUFFICE. FOR THIS PURPOSE, IF THIS DOCUMENT IS TO BE SERVED ON THE DEFENDANT, USE SERVICE FORM NO. 1000, OR EQUIVALENT.

10 NYRE YAD 10 HORD M. 1000 BOMBERE KIL 1000 BOMBERE KIL 1000 BOMBERE KIL 1000 BOMBERE KIL

DOUG DUST, residing at KIGER, LOST CO., OREGON, being duly sworn,
swear to the following: I, DOUG DUST, aged 29, male, 5' 8",
blue eyes, blonde hair, being now residing at the above address,
do state on OREGON, in Clatskanie Court House, Clatskanie, Clatskanie
County, State of Oregon, on the 28th day of April, 1978, that I am the first
and only owner of the above described vehicle.

I further do solemnly swear that the above statement is true and correct.

DOUG DUST,

Signed this 28th day of April, 1978,
before me, a Notary Public, and for said county and state, personally appeared the within
person, who acknowledged to me that he was the person whose name was subscribed to the foregoing instrument.

known to me to be the identical individual described in said 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.

Alley Blader
Notary Public for Oregon
Reg. No. 8-22-31