

THIS MORTGAGE, Made this 23rd day of May, 1978,  
by WILLIAM D. NOONAN and ROSEMARIE B. NOONAN, husband and wife,  
to LEON R. ANDRIEU, hereinafter called Mortgagor,

hereinafter called Mortgagee,  
WITNESSETH, That said mortgagor, in consideration of Thirty-three Thousand Five  
Hundred 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:

All that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 40 South,  
Range 10 East of the Willamette Meridian, lying Northeasterly  
from the Dalles-California Highway, Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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: \$33,500.00, dated  
May 23, 1978, by William D. Noonan and Rosemarie B. Noonan, husband and  
wife, to Leon R. Andrieu, bearing interest at the rate of 12 per cent per  
annum from date, and due on or before sixty days from date.

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);  
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 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 hereafter be erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage,  
in the sum of \$ full insurable value; 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; if 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:

Personally appeared the above named William D. Noonan and Rosemarie B. Noonan,  
husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

(NOTARIAL SEAL)

My commission expires:

## MORTGAGE

WILLIAM D. NOONAN and  
ROSEMARIE B. NOONAN,

TO

LEON R. ANDRIEU.

No.

AFTER RECORDING RETURN TO  
SOUTH VALLEY STATE BANK  
P. O. BOX 5219  
KLAMATH FALLS, OREGON 97601

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

Fee \$ 3.00

STATE OF OREGON,

County of Klamath

I certify that the within instru-  
ment was received for record on the  
24th day of May, 1978,  
at 4:13 o'clock P. M., and recorded  
in book M78 on page 11048 or as  
filing fee number 48916,  
Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.  
Wm. D. Milne

County Clerk

By Berntha H. H. Deputy.