

THIS MORTGAGE, Made this Seventh day of July, 1978,
by Arvin Rich and Ethel Rich Husband, & Wife
to Donald M. Price

WITNESSETH, That said mortgagor, in consideration of One Thousand and no/00 (\$1,000.00) 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 _____ County, State of Oregon, bounded and described as follows, to-wit:

Lot 4, Block _____, Juniper Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath Falls, Oregon

214113 OF OREGON

MORTGAGE
SECOND

STATE OF OREGON

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and which they 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:

\$ 1,000.00 Klamath Falls, Oregon, July 7, 1978
I (or if more than one maker) we, jointly and severally, promise to pay to the order of DONALD M. PRICE

at Klamath Falls, Oregon ONE THOUSAND AND NO/00 (\$1,000.00) DOLLARS, with interest thereon at the rate of 6 percent per annum from July 7, 1978 until paid, payable in monthly installments of not less than \$ 100.00 in any one payment; interest shall be paid monthly and

the minimum payments above required; the first payment to be made on the 7th day of August 1978, and a like payment on the 7th day of each month thereafter, until the whole sum, principal and interest has been paid; if any such payment 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 a 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.

Interest waives not applicable.

Arvin Rich

ARVIN RICH

Ethel M. Rich

ETHEL M. RICH

FORM No. 217—INSTALLMENT NOTE.

SN Stevens-Ness Low Publishing Co., Portland, Ore.

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, even if mortgagee is a natural person, are for business or commercial purposes other than agricultural purposes.

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by Arvin Rich and Ethel Rich Husband and Wife

to Helen Hammond or Paul N. Otter dated _____

19 _____ and recorded in the mortgage records of the above named county in book _____, at page _____ thereof, or as file number _____, real number _____ (indicate which), reference to said mortgage records

herby being made, the said first mortgage was given to secure a note for the principal sum of \$ _____ the unpaid principal balance thereof on the date of the execution of this instrument is \$ _____ and no more; interest thereon is paid to _____ 19 _____ said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage".

The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except contracts and/or liens for irrigation and/or drainage, if any; Easements and rights of way or record and those apparent on the land, if any; Reservations, restrictions and conditions shown on the plat and in the dedication of Juniper Acres. And that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal and interest, according to the terms thereof; that while any part of the note secured hereby 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 secured hereby, when the same are payable and before the same 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire