

5-1618

THIS MORTGAGE, Made this 7TH day of September, 19 78,  
ANTHONY LAND & LIVESTOCK, INC., a Nevada Corporation.

E. LILJENNEISS

**Mortgagor,**

**Mortgagee.**

WITNESSETH, That said mortgagor, in consideration of **SIXTY-FIVE THOUSAND 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 property situated in **Klamath** County, State of Oregon, bounded and described as follows, to-wit:

PARCEL 1: Government Lots 2 and 7, Section 4, Township 36  
South, Range 7, E.W.M.

PARCEL 2: Those parts of Lot 1 and 8, Section 4, Township 36 South, Range 7 E.W.M., lying West of the right-of-way of Southern Pacific Railroad and South of the right-of-way of the public road built by the Indian Agency along the North boundary of said Lot 1.

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.

## demand

65,000.00

September 7

78

One year after date, for value received, I  
promise to pay to the order of L. L. JENNINGS

at Klamath Falls, Oregon

SIXTY-FIVE THOUSAND AND NO/100 ..... DOLLARS,  
in lawful money of the United States of America, with interest thereon in like lawful money at the rate of  
seven per cent. per annum ..... from September 7, 1973 ..... until paid. Interest to  
be paid at maturity. And if not so paid, the whole sum of both principal and interest to become  
immediately due and collectible, at the option of the holder of this note. And in case suit or action is insti-  
tuted to collect this note, or any portion thereof, I ..... promise and agree to pay, in  
addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the  
Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

/s/ Robert Anthony

ROBERT ANTHONY for  
ANTHONY LAND & LIVESTOCK, INC., A  
Nevada Corporation

No

FORM No. 214-NOTE

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE

September 7 1979

The mortgagor warrants that the interest of the loan represented by the above described note and this mortgage are (1)<sup>st</sup> primarily for mortgagee's personal, family, household or agricultural purposes (see Important Notice below).

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by

to State of Oregon, Department of Veteran's Affairs dated January 4, 1978 and recorded in the mortgage records of the above named county in book M78 at page 197 thereof, or as file number \_\_\_\_\_ real number \_\_\_\_\_ (Indicate which), reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$ 88,000.00 ; the unpaid principal balance thereof on the date of the execution of this instrument is \$ \_\_\_\_\_ and no more; interest thereon is paid to \_\_\_\_\_; the said \_\_\_\_\_ paid prior mortgage and the obligations secured thereby hereinafter, for brevity, are called herein "first mortgage".

The mortgagor covenants he and all 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

that he will insure 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 due and payable and defend the same become delinquent; that he will promptly pay and satisfy any and all liens or attachments that are or may become lien on the premises or any part thereof superior to the lien of this mortgage; that he will keep this mortgage now and in force hereafter that he covenants and warrants that the said premises continuously insured against loss or damage by fire

