

THIS MORTGAGE made this 25th day of May 1978, by and between LESLIE UNRUH and DOROTHY UNRUH, husband and wife, Mortgagor, and LUTHER T. HANSEN and GLADYS A. HANSEN, husband and wife, Mortgagee,

WITNESSETH, that said mortgagors in consideration of Fifty Thousand and 00/100 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:

All that part of the S4SE4 of Section 6, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows: Beginning at the Northwest corner of the said S4SE4; thence South along the West line of said S4SE4, 920 feet, more or less, to the North bank of the irrigation ditch running Easterly across said S4SE4 as now located and constructed; thence Easterly following the said North bank of said irrigation ditch as now located and constructed across the said S4SE4 to the East line of said S4SE4; thence North on the East line of said S4SE4 to the Northeast corner of said S4SE4; thence West along the North line thereof, 920 feet, more or less, to the point of beginning off the North side of said S4SE4 of said Section 6, Township 41 South, Range 12 East of the Willamette Meridian.

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 one promissory note, of which the following is a substantial copy:

May 1978

I (or if more than one, we) jointly and severally promise to pay to the order of Luther T. Hansen, of the County of Klamath, California

at \$10,000.00

the sum of Ten Thousand Dollars, \$10,000.00

Interest at the rate of 12% per annum, compounded annually, until paid, payable in

12 equal payments of \$857.14 each, the first payment to be made on the 1st day of April 1979, and thereafter, until the whole sum, principal and interest, is paid, on the 1st day of each April thereafter, until the whole sum, principal and interest is paid.

/s/ Leslie Unruh

/s/ Dorothy Unruh

And said mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises, and that he has a good, lawful and undisturbed title thereto, and that he will pay said note, principal and interest, according to the terms thereof, and that he will pay all taxes, assessments and other charges of every kind and nature which may be levied or assessed against said property, or the note above described, when due and payable, and that he will properly pay and satisfy any and all liens or encumbrances that may be imposed on said premises superior to the lien of this mortgage; that he will keep the buildings on said premises insured against fire and damage by fire and such other risks as a prudent person would insure against, and that he will deliver to the mortgagee, at the time of each payment, all policies of insurance shall be delivered to the mortgagee, with loss payable first to the mortgagee, and that he will keep the buildings and improvements on said premises insured against fire and damage by fire and such other risks as a prudent person would insure against, and that he will deliver to the mortgagee, at the time of each payment, all policies of insurance shall be delivered to the mortgagee, with loss payable first to the mortgagee, and that he will keep the buildings and improvements on said premises insured against fire and damage by fire and such other risks as a prudent person would insure against, and that he will deliver to the mortgagee, at the time of each payment, all policies of insurance shall be delivered to the mortgagee, with loss payable first to the mortgagee.

The mortgagee agrees to use the proceeds of the loan represented by the above described note and this mortgage are:
(a) primarily for the mortgagee's personal, family, household or agricultural purposes (see Important Notice below);
(b) secondarily for the mortgagee's business or investment purposes (see Important Notice below).

Now, therefore, the mortgagee shall keep and perform the covenants herein contained and shall pay said note according to its terms, this mortgage shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants until 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 foreclose at any time the debt is due on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed as above provided in this mortgage and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee in 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 therein, mortgagee 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 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.
It is further agreed that the mortgagee or mortgagees may be more than one person; that if the mortgagee or mortgagees shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all provisions hereof shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

Leslie G. Rogers
County Clerk

IMPORTANT NOTICE: Before recording this mortgage, the mortgagee is advised that the mortgagee is a creditor, and that the mortgagee is not a creditor of the mortgagee. The mortgagee is advised that the mortgagee is not a creditor of the mortgagee. The mortgagee is advised that the mortgagee is not a creditor of the mortgagee.

MORTGAGE
(FORM 7-1-1941)

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 5th day of August, 1978, at 11:56 o'clock P.M. and recorded in book 178 on page 17522 of file number 53131. Record of Mortgages of said County. Witness my hand and seal of County Clerk.

Wm. D. Collins
County Clerk
By *Elizabeth A. Collins*
P.O. Box 36, Du
STEVENS-NEES LAW FIRM, P.C., PORTLAND, ORE.

Pats & Rodiff
July 20 1978
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STATE OF OREGON

County of Klamath

BE IT REMEMBERED, That on this 14th day of July, 1978, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Leslie G. Rogers and Dorothy G. Rogers, husband and wife, known to me to be the persons whose names are subscribed to the foregoing 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.

Donna L. Rogers
Notary Public for Oregon
My Commission expires 6/28/81