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THIS INDENTURE, Made this 8th day of September, 1978

between John W. Krapf and Dorothy R. Krapf, husband and wife,

as mortgagors, and Donald Parker

as mortgagee,

WITNESSETH, That the said mortgagors for and in consideration of the sum of Nineteen Thousand Five Hundred and No/100 Dollars ($19,500.00) to them paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee and assigns those certain premises situated in the County of Klamath, and State of Oregon, and described as follows:

The North half of Government Lot 23, Section 6, Township 35 South, Range 7, East of the Willamette Meridian, less the West 30 feet used for county road purposes and disclosed in deed recorded November 13, 1951, in Volume 251, page 52, and in deed recorded February 6, 1957, in Volume 289, page 479.

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 and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Nineteen Thousand Five Hundred and No/100 *Dollars* (\$19,500.00) *in accordance with the terms of* that *certain promissory note.... of which the following* is a *substantially ... copy, to-wit:*

\$ 19,500.00 Klamath Falls, Oregon September 8, 19 78

I (or if more than one maker) we, jointly and severally, promise to pay to the order of ----- Donald Fisher ----- *at* Chiloquin, Oregon

Nineteen Thousand Five Hundred and No/100 ---- *DOLLARS,* *with interest thereon at the rate of* 8½ *percent per annum from* September 8, 1978 *until paid, payable in* monthly *installments of not less than \$* 201.45 *in any one payment; interest shall be paid* monthly *and *is included in the minimum payments above required; the first payment to be made on the* 8th *day of* October, *19* 78*, and a like payment on the* 8th *day of* each 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 therein, is tried, heard or decided.*

** Strike words not applicable.*

J. W. Kropf
Dorothy B. Kropf

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),*

~~*(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.*~~

*This indenture is further conditioned upon the faithful observance by the mortgagor*S *of the following covenants hereby expressly entered into by the mortgagor*S*, to-wit:*

The mortgagors *are lawfully seised of said premises, and now ha*ve *a valid and unincumbered fee simple title thereto,*

and that they *will forever warrant and defend the same against the claims and demands of all persons whomsoever;*

That they *will pay the said promissory note..... and all installments of interest thereon promptly as the same become due, according to the tenor of said note.....;*

That so long as this mortgage shall remain in force they *will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;*

That they *will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. At the request of the mortgagee....., the mortgagor*S *shall join with the mortgagee ... in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee ..., and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee....*

That so long as this mortgage shall remain in force they *will keep the buildings now erected,* or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of $ full insurable value in some company or companies acceptable to said mortgagee and for the benefit of said mortgagee, and will deliver all the policies and renewals thereof to said mortgagee.

NOW, THEREFORE, if the said mortgagors shall pay said promissory note, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note 1 within thirty days or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagors shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of this mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the 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, together with the reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands the day and year first above written.

John W. Krapf
John W. Krapf

Dorothy R. Krapf
Dorothy R. Krapf

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STATE OF OREGON, County of Klamath } ss.

BE IT REMEMBERED, That on this 21 day of September, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John W. Krapf and Dorothy R. Krapf

known to me to be the identical individuals described in and who executed the within 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.

Maryann Cunard
Notary Public for Oregon.
My Commission expires 11-20-81

MORTGAGE

John W. Krapf and
Dorothy R. Krapf

TO

Donald Parker

STATE OF OREGON, County of Klamath } ss.

I certify that the within instrument was received for record on the 27th day of September, 1978, at 9:30 o'clock A.M., and recorded in book M78 on page 21546, Record of Mortgages of said County or as filing fee number 55736.

Witness my hand and seal of County affixed.

Wm. D. Milne, County Clerk, Title

By Bernetha Letsch, Deputy.

Fee $12.00

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

BEDDOE & HAMILTON
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