

38-17041-D

THIS MORTGAGE, Made this 1 day of December, 1978,
 by AARON DAVID ANDREWS and AUDREY ROSE ANDREWS, husband and wife,
PACIFIC WEST MORTGAGE CO., an Oregon corporation Mortgagee,
 to PACIFIC WEST MORTGAGE CO., an Oregon corporation Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FOURTEEN 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 cer-
 tain real property situated in Klamath County, State of Oregon, bounded and described as
 follows, to-wit:

Beginning at a point which is 655 feet South and 737 feet West of the
 Southeast corner of the NE 1/4 NE 1/4 of Section 10, Township 39
 South, Range 9 East of the Willamette Meridian, in the County of
 Klamath, State of Oregon, and running thence West 80.4 feet; thence
 North 325 feet; thence East 247.4 feet, more or less, to the center
 line of the U.S. Drainage Canal; thence 361 feet, more or less, in
 a Southwesterly direction along the center line of said drainage canal
 to the place of beginning, EXCEPTING that portion lying in the canal
 and canal right of way.

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:

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

\$14,000.00

Klamath Falls, Oregon,

December 1, 1978

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
PACIFIC WEST MORTGAGE CO., an Oregon corporation
 at Stayton, Oregon

FOURTEEN THOUSAND AND NO/100 DOLLARS,
 with interest thereon at the rate of 11.9 percent per annum from date December 1 until paid, payable in

monthly installments of not less than \$ 200.05 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 1 day of January,
 1979, and a like payment on the 1 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.

All due and payable in five (5) years.

/s/ Aaron David Andrews

/s/ Audrey Rose Andrews

FORM No. 217-INSTALLMENT NOTE.

#1929

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

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-
 comes due, to-wit: December 1, 1983

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 pay-
 able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that
 now on or which hereafter may be erected on the said premises superior to the lien of this mortgage; that he will keep the buildings
 hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or
 obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-
 gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
 gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and so deliver said policies
 to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings,
 the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises
 in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall
 join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-
 factory 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.

