TO Department of Veterans' Affairs

STATE OF OREGON,
County of Klamath, ss.

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages.

No. M-78 Page 29082 on the 29th day of December 1978

County, Klamath

By Jacqueline D. Metz Deputy

Filed December 29, 1978 at o'clock 3:18 P.M.

County Klamath

By Jacqueline D. Metz Deputy

Klamath Falls, Oregon
After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
General Services Building
Salem, Oregon 97310

Form L-4 (Rev. 6-71)

60398

FORM No. 104—MORTGAGE—Short Form

Vol. M78 Page 29084

THIS MORTGAGE, Made this 29th day of December 1978

by Ralph D. Swift and Celia A. Swift, Husband and Wife Mortgagor,

to William G. Spooner and Vicky Spooner, Husband and Wife Mortgagee,

WITNESSETH, That said mortgagor, in consideration of

Four 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:

All that part of the fractional SW¼ of the NW¼ of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 30 feet North of and 30 feet East of the Southwest corner of the SW¼ of the NW¼ Section 19, Township 39 South, Range 10 East of the Willamette Meridian; thence North along the East line of the right of way of the State Highway, 195 feet; thence East, 10 feet to a fence corner on the West side of an irrigation ditch; thence Southeasterly along said fence on the West side of the said ditch, 224 feet to a fence corner in the North line of the County Road along the South side of the fractional SW¼ of the NW¼; thence West along the North line of the road 223 feet to the point of beginning, together with any land the grantor may own between the aforesaid tract and the ditches along the East and North sides thereof.

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

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.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and 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 declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to, and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor 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 mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title searches, all statutory costs and disbursements and such further sum as the trial 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, 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 mortgagor 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.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

Ralph D. Swift

Celia A. Swift

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

STATE OF OREGON, }
County of Klamath } ss.

BE IT REMEMBERED, That on this 29th day of December, 19 78, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named

Ralph D. Swift and Celia A. Swift

known to me to be the identical individual s 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.

Notary Public for Oregon.
My Commission expires 3-22-81

MORTGAGE

(FORM No. 105A)

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

Swift

TO

Spooner

SPACE RESERVED FOR RECORDER'S USE

AFTER RECORDING, RETURN TO

T/A Branch

Fee $6.00

STATE OF OREGON, }
County of Klamath } ss.

I certify that the within instrument was received for record on the 29th day of December, 1978, at 3:18 o'clock P.M., and recorded in book M-78 on page 29085 or as file/reel number 60398 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Tim D. Milne Title

By Jacqueline L. Nelle Deputy

60398