

to EVELYN LINDSAY

29th

day of December

1978

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NO/100

THAT said mortgagee, in consideration of THREE THOUSAND FIVE HUNDRED 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:

The S 1/2 NE 1/4 of Section 30, Township 36 South, Range 12 East of the Willamette Meridian. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years since October 5, 1968, in which the land was subject to the special land use assessment. SUBJECT TO: any and all easements and rights of way of record.

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

NO/100

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EVELYN LINDSAY

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THREE THOUSAND FIVE HUNDRED AND NO/100 at Stayton, Oregon

with interest (thereon at the rate of 10 percent per annum from December 29, 1978) DOLLARS, monthly Installments of not less than \$74.38 In any one payment; interest shall be paid monthly and a like payment on the 29th 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 promise and agree to pay holder's reasonable attorney's fees and collection costs even though no suit or action is filed against me; however, if a suit or 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.

Wayne Schonokin

and with warrant and covenant against 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 payable; and before the same may become delinquent, he will promptly pay and satisfy any and all liens or encumbrances that may be created on the said premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings located on the mortgage premises (from time to time required) in an amount not less than the original principal sum of the note or the amount secured by this mortgage; in a company or companies acceptable to the mortgagee, with less payable first to the mortgagee as soon as insured. Now if the mortgagee shall at any time for any reason to produce any insurance and to deliver said policies to the mortgagee at least fifteen days before the expiration of any policy of insurance, the mortgagee shall be delivered to the mortgagee in good form and will not contribute to the expense of the mortgagee; that he will keep the buildings and improvements on said premises in good repair and will pay for the same in the proper public utility bills, as well as the cost of all lien searches made by title officers or searching agencies and may be deemed deductible by the mortgagee.

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