

SECOND 65767  
THIS MORTGAGE, Made this day of March, 1979,  
by Robert W. Smith and Bob B. Smith

to Harry Yockey, Trustee, The Yockey Family Trust, dated May 19, 1978, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Eight thousand ninety and 86/100-----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 Easterly 65 feet of the Westerly 150 feet of Tract 47 in PLEASANT HOME TRACTS, in the County of Klamath, State of Oregon.

Subject, however, to the following:

1. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.
2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District.
3. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District.
4. Reservations, including the terms and provisions thereof, contained in Deed from Idella Harnden, a single woman, to Samuel A. Childers, dated August 20, 1943, recorded February 18, 1947 in Book 202 at page 347, Deed Records of Klamath County, Oregon.
5. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$19,855.00

Dated : November 9, 1976  
Recorded : November 12, 1976 Book: M-76 Page: 18034  
Mortgagor : Larry S. Fish and Kathy R. Fish, husband and wife  
Mortgagee : State of Oregon represented and acting by the Director  
(for continuation of this second mortgage see reverse side of this document)

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 2 promissory note, of which the following is a substantial conv:

\$ 8,090.86 Klamath Falls, Oregon, March, 1979  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Harry Yockey, Trustee, The Yockey Family Trust, dated May 19, 1978, at c/o First National Bank of Oregon, Klamath Falls, Oregon  
Eight thousand ninety and 86/100-----DOLLARS,  
with interest thereon at the rate of 9 per cent. per annum from March 15, 1979, until paid,  
principal and interest payable in monthly installments of not less than \$100.00 in any one payment; each payment as made  
shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the 15th day  
of April, 1979, and a like payment on the 15th day of each month thereafter until  
March, 1984, when the whole unpaid balance hereof, if any, shall become due and payable; if any of said  
installments is not so paid, the whole sum of both 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 the reasonable attorney's  
fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's  
fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed  
by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Prepayment without penalty.

This note is due and payable on March

Robert W. Smith

, 1984.

Bob B. Smith

This note secures a second mortgage of even date.

FORM No. 807—INSTALLMENT NOTE.

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

comes due, to-wit: March, 1984.

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 EXCEPT a prior Mortgage executed by Larry S. Fish and Kathy R. Fish, husband and wife, dated November 9, 1976, to State of Oregon of Veterans Affairs, 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 payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other 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 mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to 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 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.

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 search, 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.

Robert W. Smith  
 x Robert B. Smith  
 Robert B. Smith

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, or 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 NOT 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 12th day of March, 19 79, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Robert W. Smith

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

W. Darlene T. Addington  
 Notary Public for Oregon.  
 My Commission expires 3-22-81

STATE OF OREGON,

County of Harney

SS.

BE IT REMEMBERED, That on this 16th day of April, 19 79, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Bob B. Smith

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

Darlene J. Smith  
 Notary Public for Oregon.  
 My Commission expires 4-19-80

8708

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 19th day of April A. D. 1979 at 10:28 o'clock A. M., or

uly recorded in Vol. M79, of Mortgages on Page 8706

W. D. MILNE, County Clk

Bernard Helch

Fee \$9.00