

In the event of any suit or action being instituted to foreclose this mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the mortgagor agrees to pay all 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 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 shall be taken to mean and include the plural, the masculine pronoun shall mean 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, the mortgagor has executed this instrument this 26 day of June, 1979; if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, County of Clatsop, ss.
June 27, 1979.

Personally appeared the above named Allen Dean Ezell
Lynette Jean Ezell
Ezell
 and acknowledged the foregoing instrument to be their voluntary act and deed.

STATE OF OREGON, County of _____, ss.
 _____, 19____.

Personally appeared _____ and
 _____ who, being duly sworn,
 each for himself and not one for the other, did say that the former is the
 _____ president and that the latter is the
 _____ secretary of _____

_____, a corporation,
 and that the seal affixed to the foregoing instrument is the corporate seal
 of said corporation and that said instrument was signed and sealed in be-
 half of said corporation by authority of its board of directors; and each of
 them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL
 SEAL)

OFFICIAL SEAL
 (OFFICIAL SEAL)
 Notary Public - California
 SISKIYOU COUNTY
 My comm. expires _____

Notary Public for Oregon
 My commission expires: _____

MORTGAGE

TO

AFTER RECORDING RETURN TO

BANK of AMERICA
 398 MAIN STREET
 TULE LAKE, CALIF.
 96134

STATE OF OREGON,

County of KLAMATH, ss.

I certify that the within instru-
 ment was received for record on the
29 day of JUNE, 1979,
 at 3:17 o'clock P.M., and recorded
 in book M79 on page 15507 or as
 file/reel number 69893.

Record of Mortgages of said County.

Witness my hand and seal of
 County affixed.

WM. D. MILNE

By Lynette Jean Ezell Recording Officer
 Deputy

FEE: \$12.00

FORM No. 8—MORTGAGE.

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

TC

69893

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THIS INDENTURE, Made this 26 day of June, 1979,
 between Allen Dean Ezell and Lynette Jean Ezell, who are married to each other -
 as mortgagor, and Bank of America NT&SA -
 as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of forty thousand
 and no/100 - Dollars (\$ 40,000.00) to him
 paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee, successors and
 assigns those certain premises situated in the County of Klamath, and State of
 Oregon, and described as follows:

That certain triangular parcel of land situate and lying in Lot 15 and Lot 16,
 Section 15, Township 41 South, Range 11 East of the Willamette Meridian, being a
 part of Farm Unit Q, in the County of Klamath, State of Oregon, as follows:

Beginning at the Southwest corner of said Section 15, a point in the boundary line
 between Klamath County, Oregon and Siskiyou County, California; thence North 0° 04'
 West along West line of said Section 15, a distance of 500.0 feet, more or less, to
 a point in a line drawn parallel with and 50.0 feet Southwesterly at right angles
 from said located "B" center line; thence South 39° 34' East along said parallel
 line a distance of 653.0 feet, more or less, to a point in the South line of said
 Section 15; thence North 88° 57' West along said South line a distance of 420.0 feet,
 more or less to the point of beginning.