

THIS MORTGAGE, Made this 16th day of July, 1979,  
by  
LEONARD S. HUMPHREY and EVELYN L. HUMPHREY, Husband and Wife Mortgagor,  
to  
BRUCE L. WOLFRUM and MARTELLA FAYE WOLFRUM, Husband and Wife Mortgagee,  
WITNESSETH, That said mortgagor, in consideration of TEN THOUSAND THIRTY EIGHT  
AND 18/100----- 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:

A portion of Lot 13 HOMEDALE SUBDIVISION, in the County of Klamath,  
State of Oregon, described as follows:

Beginning at an iron axle marking the most Easterly corner of  
Lot 14, HOMEDALE SUBDIVISION, and being on the Southwesterly  
boundary of Walton Drive; thence North 43° 21' 40" West along said  
Walton Drive 582.3 feet to the point of beginning; said point being  
the most Northerly corner of the parcel conveyed to Homer Koertje,  
et ux., by Deed recorded in M-71 at page 238; Deed Records, Klamath  
County, Oregon; thence South 43° 21' 40" East along Walton Drive  
235.3 feet; thence South 46° 22' 20" West 90 feet to the South-  
Westerly line of said Koertje parcel; thence North 43° 21' 40" West  
along said Koertje parcel 164.1 feet more or less to the South-  
westerly corner thereof; thence North 8° 06' 40" East along said  
Koertje parcel 115.1 feet to the point of beginning,

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

\$ 10,038.18 Klamath Falls, Oregon July 16, 1979  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
BRUCE L. WOLFRUM and MARTELLA FAYE WOLFRUM, Husband and Wife  
at Klamath Falls, Oregon or as directed  
TEN THOUSAND THIRTY EIGHT AND 18/100----- DOLLARS,  
with interest thereon at the rate of 9 percent per annum from July 17, 1979 until paid, payable in  
Monthly installments of not less than \$ 100.00 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 17th day of August  
1979, and a like payment on the 17th 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 court in which the suit or action, including any appeal therein,  
is tried, heard or decided.

\* Strike words not applicable.

Leonard S. Humphrey  
Evelyn L. Humphrey

FORM No. 217—INSTALLMENT NOTE.

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: 19

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  
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 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 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 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.

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

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 said note, or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if 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 suit or action being instituted to foreclose this mortgage; the mortgagor agrees to pay all sums so paid by the mortgagee, in the event of any reasonable as plaintiff's attorney's fee, 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 receiver to collect the rents and profits.

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 words;

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.

LEONARD S. HUMPHREY

LEONARD S. HUMPHREY

EVELYN L. HUMPHREY

EVELYN L. HUMPHREY

**\*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 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; equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1304, or equivalent.

to be a first lien, use Stevens.

TO THE HONORABLE MEMBERS OF THE HOUSE OF REPRESENTATIVES

On or after the date of the receipt of the above information, the following information was received from the Bureau of the Census:

STATE OF OREGON.

10/10/1944

County of KLAMATH

BE IT REMEMBERED

REMEMBERED, That on this 16th day of July  
before me, the undersigned a notary public in and for the State of California

named \_\_\_\_\_, 1979,  
\_\_\_\_\_ personally appeared \_\_\_\_\_

Leonard S. Humphrey and Evelyn L. Humphrey

acknowledged to me that the individual S. described in and who

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, at the City of New York, this 10th day of May, 1961.

IN TESTIMONY WHEREOF I have hereunto set my hand

my official seal the day and year last above written

FRANCE GOSPER #3 ST. LOUIS MO

Notary Public

My Commission expires 03-27-81

CONGRESS OF AMERICAN ALLIANCE OF BUSINESS

IV. HOW MANY GUNNERS?

MORTGAGE

ESTATE OF OREGON

(FORM No. 105A) 1962-1966  
 DECLARATION OF PROBATE  
 STEVEN J. ...  
 County of Klamath ss.

WILLIAM L. BROWN, JR., ATTORNEY AT LAW, PORTLAND, ORE.

Unreel

18th day of July 1979

18-100-TO-  
SPACE RESERVED  
at 10:37 o'clock A.M., and recorded

FOR DEPOSIT IN BOOK \_\_\_\_\_ on page 16096 or as  
file/reel number 70812

RECORD OF MORTGAGES OF SAID COUNTY

Witness my hand and seal of

America Title Ins. Co. ALFAN T. HONEMBEY County affixed.  
South 6th St. HONEMBEY AND SONS

Wm. D. Milne

Marlene, Oregon 97601

By Deborah J. Gelsch Deputy.

Fee \$6.00

10/1/50

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