

K 33720 SECOND 84045
 THIS MORTGAGE, Made this 6th day of May, 1980
 by Darcy Miller

to Loren Greenwood and Mary LaRene Greenwood, husband and wife, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of One Hundred Thousand and No/100ths 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:

That portion of the SW 1/4 SW 1/4 of Section 13, Township 30 South, Range 9 E.W.M., lying Easterly of the 1-C-1-A Drain and Westerly of the following described line:
 Beginning at a point on the South line of said Section 13, which is 707 feet East of the corner common to Sections 13, 14, 23 and 24 of said Township and Range; thence North 0° 40' East a distance of 736.6 feet to a point which is 82.5 feet Easterly from the centerline of the U.S.R.S., 1-C-1-A drain ditch; thence along a line parallel to said drain ditch, North 25° 23' East 336.3 feet; thence North 4° 34' East 287.5 feet, more or less, to the North line of the drainage ditch along the North boundary of the South half of the SW 1/4 of said Section 13.

Saving and excepting therefrom that portion deeded to Klamath County by deed dated March 15, 1978 and recorded April 6, 1978 in Deed Volume M-78 on page 6624, records of Klamath County, Oregon.

Subject, however, to the following:

1. Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder.
2. Liens and assessments of Klamath Project and Klamath Irrigation (for continuation of this description see attached Exhibit "A" and by this reference incorporated herein)

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 following is a substantial copy:

\$100,000.00 Klamath Falls, Oregon, May 6, 1980
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of
 Loren Greenwood and Mary LaRene Greenwood, husband and wife
 at 422 Main Street, Klamath Falls, Ore.
 One Hundred Thousand and No/100ths DOLLARS,
 with interest thereon at the rate of 12% per cent. per annum from May 6, 1980 until paid,
 principal and interest payable in monthly installments of not less than \$ 750.00 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 day
 of June 1, 1980, and a like payment on the day of each month thereafter until
 December 1, 1980, 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.

This note secured a Second Mortgage

of even date.

Prepayment without penalty.

Darcy Miller

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: December 1, 1980.

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 to Klamath First Federal Savings and Loan Association set forth herein, 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.

Darcy Miller
 Darcy Miller

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 NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book on page or as file number. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title.

Deputy.

By

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

KCTB
 A 3308

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 6th day of May, 1980, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Darcy Miller

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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 8-5-83

District, and regulations easements, contracts, water and irrigation rights in connection therewith.

3. Mortgage, including the terms and provisions thereof, given by Frank D. Bell and Marlene R. Bell, husband and wife, to First Federal Savings and Loan Association of Klamath Falls, a Federal Corporation, dated August 24, 1972, recorded August 29, 1972, in Volume M-72 on page 9707, Microfilm records of Klamath County, Oregon, to secure the payment of \$22,400.00, which Buyer herein does not assume and agree to pay, and Sellers further covenant to and with Buyer herein that said prior mortgage shall be paid in full prior to, or at the time this Second Mortgage is fully paid and that said above described real property will be released from the lien of said mortgage upon payment in full of this Second Mortgage if Buyer herein does not assume said Mortgage at First Federal Savings and Loan Association of Klamath Falls.

SPECIAL PROVISIONS OF THIS SECOND MORTGAGE:

Mortgagor shall have the option of paying the balance in full of this Second Mortgage, or in the alternative Mortgagor shall have the option of assuming the existing loan at Klamath First Federal Savings and Loan Association and reducing the balance of this Second Mortgage by the then existing balance of Klamath First Federal Savings and Loan Mortgage.

It is further understood by and between Mortgagor and Mortgagees that the monthly payments of \$750.00 do not cover the interest due each month on the Second Mortgage and Mortgagor agrees to pay the accrued interest on or before December 1, 1980.

Mortgagees shall pay by November 30th of each year all real property taxes levied and assessed against the real property. The amount of such payment shall be added to and become a part of the principal balance of the purchase price to be paid by Mortgagor and shall draw interest at 12% from the date of payment. A receipt issued by the taxing body showing payment, when produced by the Mortgagees, shall constitute satisfactory proof of payment to the extent of the sums receipted for and shall further constitute sufficient authority to add the sums receipted for to the balance of the purchase price of this Second Mortgage.

Mortgagor specifically agrees to pay the full balance due under this Second Mortgage and Note on or before December 1, 1980.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 7th day of May A. D. 19 80 at 11:19 o'clock A. M., or

fully recorded in Vol. M80, of Mortgages on Page 8405

Wm D. MILNE, County Clk

By Bernetha H. Hellock

Fee \$10.50

EXHIBIT "A"