


FRONTIER
 TITLE & TRUST CO.

SECOND

May

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THIS MORTGAGE, Made this 22nd day of _____, 1980,
 by Arthur N. Davis and Joan Davis, husband and wife, Mortgagor,
 to James R. Titus and Fredia J. Titus, husband and wife, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Twenty-One Thousand Fifty
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 cer-
 tain real property situated in: Klamath County, State of Oregon, bounded and described as
 follows, to-wit:

The NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 30, Township 38 South,
 Range 10 East of the Willamette Meridian, in the County of
 Klamath, State of Oregon.

Subject, however, to the following:

1. Reservations and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, including the terms and provisions thereof, as contained in the deed from Florence W. Funsten, formerly Florence Wending, and J. J. Funsten, dated June 2, 1944 and recorded July 24, 1944 in Volume 167, Page 292, Klamath County Deed Records.
2. Road Maintenance Agreement, including the terms and provisions thereof, dated June 28, 1965 and recorded July 9, 1965 in Volume 363, Page 127, Klamath County Deed Records.
3. An easement created by instrument, including the terms and provisions thereof,

Dated : July 27, 1970
 Recorded : September 18, 1970 in Volume M70, Page 8314,
 Klamath County Microfilm Records

In Favor Of : Pacific Power & Light Company, a corporation
 (for continuation of this Second Mortgage 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: Klamath Falls, Oregon May 22, 1980
\$ 21,050.00

I (or it more than one maker) we, jointly and severally, promise to pay to the order of James R. Titus and
Fredia J. Titus, husband and wife, c/o Klamath First Federal Savings
and Loan Association, 350 Main
Street, Klamath Falls, Oregon,
Twenty-One Thousand Fifty and No/100ths ----- Dollars,
 with interest thereon at the rate of 10% percent per annum from May 23rd, 1980 until paid, payable in
one installment, at the date and in the amounts as follows: Twenty-One Thousand Fifty and
No/100ths Dollars is due and payable twenty four months from May 23rd, 1980,
 or in the event the real property is sold;

balloon payments, if any, will not be refinanced; interest to be paid May 23, 1982, and * in addition to the payments above re-
 quired; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not
 so paid, all principal and interest shall 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 rea-
 sonable attorney's fees in the appellate court.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right
 of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and in-
 terest shall vest absolutely in the survivor of them.

Prepayment without penalty:
 This note cannot be assumed without
 written consent of Mortgagees.

This note secures a Second Mortgage of

Arthur N. Davis

Joan Davis

SN Stevens-Ness Low Pub. 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 82.

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 a prior mortgage given to
 Department of Veterans' Affairs to which this Second Mortgage is second and
 third, and 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 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.

80 MAY 23 PM 12 05

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 the purchase of real estate or 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.

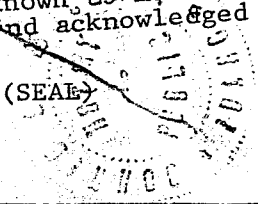
Arthur N. Davis
Arthur N. Davis

Joan Davis
Joan Davis

*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.

STATE OF IDAHO }
County of Canyon } ss.

On this 22nd day of May, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared JOAN DAVIS, a married woman, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



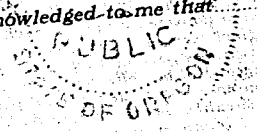
Bonnie L. Ashcraft
Notary Public for Idaho
Residing at: Caldwell, Idaho

STATE OF OREGON, }
County of Klamath } ss.

BE IT REMEMBERED, That on this 21st day of May, 1980, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Arthur N. Davis

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.



Judy Blubaugh
Notary Public for Oregon.
My Commission expires 8-23-81

Exhibit A

For : Electric Transmission and distribution lines
 Affects : exact location not given
 4. 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 \$ 103,150.00
 Dated : May 21, 1980
 Recorded : May 23, 1980 in Volume M80, Page 9495 Klamath
 County Microfilm Records
 Mortgagor : Arthur N. Davis and Joan Davis, husband and wife
 Mortgage : State of Oregon Department of Veterans' Affairs.

Easement for ingress and egress appurtenant to the herein described real property, more particularly described as follows:

A strip of land 30 feet in width and situated in the SW $\frac{1}{4}$ of Section 25, Township 38 South, Range 10 E.W.M., Klamath County, Oregon, the centerline of which is more particularly described as follows:
 Beginning at a point on the centerline of the Oregon California and Eastern Railroad from which the center of Section 25, Township 38 South, Range 10 E.W.M., bears North 42° 06' 40" East 1464.0 feet distant; thence North 21° 54' West to the Southerly right of way of State Highway #66 and South 21° 54' East to the South line of said Section 25 to a point which is 976.8 feet East of the South one-sixteenth corner of the SW $\frac{1}{4}$ of Section 25.

Mortgagors herein expressly covenant and agree to pay or see to the payment of the said prior Mortgage, hereinafter mentioned, and to prevent any default thereunder, and further agrees that should any default be made in the payment of any installment of principal and interest on the prior Mortgage, and should any such installment of principal and interest remain unpaid and in arrears for a period of 30 days, or should any suit be commenced or other action taken to foreclose the prior Mortgage, then the amount secured by this Second Mortgage shall become due and payable in full at any time thereafter, at the option of the holder of this Second Mortgage and the note secured thereby.

It is further agreed by and between Mortgagors and Mortgagees herein that in the event this property is sold by Mortgagors in the future that this Second Mortgage shall be paid in full.

Any assumption of the within Second Mortgage without the express written consent of the Mortgagees shall be considered a breach thereof.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Frontier TitleCo.

this 23rd day of May A. D. 1980 at 12:05 o'clock P. M., and

fully recorded in Vol. M80, of Mortgages on Page 9497

Wm D. MILNE, County Clerk

By Bernice A. Fletcher

Fee \$10.50

Frontier