

THIS MORTGAGE, Made this 30 day of June, 1980
by Raymond W. Bernhardt and Erna P. Bernhardt
hereinafter called Mortgagor,
to Charlene V. Harr
hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Eight Thousand dollars 00/100
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 prop-
erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

SEE EXHIBIT A ATTACHED HERETON

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 certain promissory note, described as follows:

Eight Thousand dollars payable in semi-annual payments of \$4,000.00
each, due on December 30, 1980 and June 30, 1981. No interest.

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:
July 1981

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.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seised 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 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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage,
in the sum of \$_____ in a company or companies acceptable to the mortgagee, and will

have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said
premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer
any waste of said premises. 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 pay-
ment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said prem-
ises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and 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 of any lien, encumbrances or insur-
ance 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 losing party in such suit or action agrees to pay all reasonable costs
incurred by the prevailing party therein for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may
adjudge reasonable as the prevailing party's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein the
losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal, all such
sums to be included in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administra-
tors 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,
first deducting all proper charges and expenses attending the execution of said trust, as the court may direct in its judgment or decree.

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.

*IMPORTANT NOTICE: Delets, by lining out, whichever warranty (a) or
(b) is not applicable; if warranty (a) is applicable, the mortgagee MUST
comply with the Truth-in-Lending Act and Regulation Z by making re-
quired disclosures; for this purpose, if this instrument is to be a FIRST
lien to finance the purchase of a dwelling, use S-N Form No. 1305 or
equivalent; if this instrument is NOT to be a first lien, use S-N Form
No. 1306, or equivalent.

Raymond W. Bernhardt
Raymond W. Bernhardt
Erna P. Bernhardt
Erna P. Bernhardt

STATE OF OREGON, County of Klamath ss: June 30, 1980

Personally appeared the above named Raymond W. Bernhardt and Erna P. Bernhardt

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: [Signature] Notary Public for Oregon

(NOTARIAL SEAL)

My commission expires: 8-5-83

MORTGAGE

TO

AFTER RECORDING RETURN TO

Charlene V. Harr
P.O. Box 3044
Central Point, OR 97502

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON

County of _____ ss.

I certify that the within instru-
ment 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.

By _____ Title
Deputy

All the following described real property situate in Klamath County, Oregon

A tract of land situated in Government Lot 3, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at an iron pin from which the North one quarter corner of said Section 7 bears North a distance of 200.0 feet and East a distance of 319.1 feet; thence South a distance of 100.0 feet to an iron pin; thence West parallel with the North boundary of said Section 7 a distance of 264.2 feet to the East boundary of State Highway #427; thence North 00°41' West along the East boundary of State Highway #427 a distance of 100.0 feet; thence East parallel with the North boundary of said Section 7 a distance of 265.3 feet more or less to the point of beginning.

Also a tract of land situated in Government Lot 3, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at an iron pin from which the North one quarter corner of said Section 7 bears North a distance of 300.0 feet and East a distance of 319.1 feet; thence South a distance of 100.0 feet to an iron pin; thence West parallel with the North boundary of said Section 7 a distance of 263.0 feet to the East boundary of State Highway #427; thence North 00°41' West along the East boundary of State Highway #427 a distance of 100.0 feet; thence East parallel with the North boundary of said Section 7 a distance of 264.2 feet more or less to the point of beginning.

Together with the right of egress and ingress over and across the following described tract of land:

A tract of land situated in Government Lot 3, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the East boundary of State Highway #427 from which the North one quarter corner of said Section 7 bears North 00°41' West a distance of 400.0 feet and East a distance of 586.8 feet, said point being the Southwest corner of above described tract; thence South 00°41' East with the East boundary of State Highway #427 a distance of 98.0 feet to an iron pin; thence East a distance of 35.0 feet; thence North 00°41' West parallel with the East boundary of State Highway #427 a distance of 98.0 feet; thence West a distance of 35.0 feet to the point of beginning.

Also a 1/32 interest in and to a portion of Section 6, Township 35 South, Range 7 East of the Willamette Meridian, described as follows:

Beginning at a point on the West right of way line of the old Dalles-California Highway (State Highway No. 427) 10 feet Southerly along said West right of way line from the intersection of the South line of Lot 3, Section 6, Township 35 South, Range 7 East of the Willamette Meridian and said West right of way line; said point of beginning being the Southeast corner of parcel of land described in a deed recorded in Volume 343, Deed Records of Klamath County, Oregon, at page 229, thence Southerly along the said West right of way line a distance of 90 feet to a point; thence West-erly and parallel with the Southerly line of said Lot 3 to the Easterly shoreline of Agency Lake; thence Northerly along the said Easterly shoreline to the Southwest corner of said parcel of land described in Volume 343, Deed Records of Klamath County, Oregon, at page 229; thence Easterly along the Southerly boundary of said parcel so described to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss. .

I hereby certify that the within instrument was received and filed for record on the 3rd day of July A.D., 19 80 at 3:20 o'clock P.M., and duly recorded in Vol. M80 of Mortgages on Page 12348.

FEE \$7.00

WM. D. MILNE, County Clerk

By Bernetha Hetsch Deputy