

MORTGAGEDate: October 20, 1980

TOMMY J. BARNUM and ANDREA L. BARNUM, husband and wife, hereinafter called the Mortgagors, hereby mortgage to JERRY BARNETT and MADELYN H. BARNETT, husband and wife, hereinafter called the Mortgagees, their heirs, executors, administrators and assigns, that certain real property situated in Klamath County, Oregon, described as follows:

PARCEL 1: Lot 6 in Block 74, BUENA VISTA ADDITION IN THE CITY OF KLAMATH FALLS, County of Klamath, State of Oregon.

PARCEL 2: Lot 7 in Block 74 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, County of Klamath, State of Oregon.

Together with all appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 15,000.00	The Dalles, Oregon	October 20, 1980
On or before October 20, 1982	<del>ANDREA L. BARNUM</del> (or if more than one maker) we jointly and severally promise to pay to the order of JERRY BARNETT and MADELYN H. BARNETT, or the survivor at Wasco, Oregon	
FIFTEEN THOUSAND and NO/100	-----DOLLARS,	
with interest thereon at the rate of 14 3/4%	per annum from October 20, 1980	until paid; interest to be paid
and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. 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; if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.		
/s/ TOMMY J. BARNUM		
/s/ ANDREA L. BARNUM		

FORM No. 216—PROMISSORY NOTE.

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

The final payment of principal and interest thereon, if not sooner paid, is due and payable on October 20, 1982.

Mortgagor covenants to and with the Mortgagee that he has a valid, unencumbered title thereto, except:

1. Taxes for the year 1980-81 are now a lien but not yet payable.
2. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.
3. Trust Deed, including the terms and provisions thereof, dated June 28, 1973, recorded June 28, 1973 in Book M-73 at page 8226, Microfilm Records, given to secure the payment of \$22,000.00 with interest thereon, and such future advances as may be provided therein, executed by Tommy J. Barnum and Andrea L. Barnum, husband and wife, to Robert D. Biovin, attorney, trustee for beneficiary of Western Bank, Klamath Falls Branch. (Affects Parcel 1)

4. Taxes for the year 1977-78 delinquent in the amount of \$708.16, plus interest. (CODE 1 MAP 3417 TAX LOT 81)
5. Federal Tax Lien, Serial No. 78-102, issued by Internal Revenue District for Portland, filed January 27, 1978 in the Recorder's Office of Klamath County, Oregon as No. 42652, against Tommy John Barnum - T. J.'s TV Repair for \$1,723.92, plus interest, penalties and costs.
6. Federal Tax Lien, Serial No. 78-297, issued by Internal Revenue District for Portland, filed April 14, 1978 in the Recorder's Office of Klamath County, Oregon as No. 46713, against Tommy John Barnum for \$821.51, plus interest, penalties and costs.
7. Federal Tax Lien, Serial No. 78-670, issued by Internal Revenue District for Portland, filed August 1, 1978 in the Recorder's Office of Klamath County, Oregon as No. 53163, against Tommy J. Barnum and Andrea L. Barnum for \$380.92, plus interest, penalties and costs.
8. Federal Tax Lien, Serial No. KF-1265, issued by Internal Revenue District for Portland, filed September 11, 1980 in the Recorder's Office of Klamath County, Oregon as Volume M-80, page 17257, against Tommy J. and Andrea L. Barnum for \$4,335.16, plus interest, penalties and costs.
9. Federal Tax Lien, Serial No. KF-1279, issued by Internal Revenue District for Portland, filed October 9, 1980 in the Recorder's Office of Klamath County, Oregon as Volume M-80, page 19724, against Tommy John Barnum dba T. J.'s TV Repair for \$60.05, plus interest, penalties and costs.
10. Concerning Parcel 2, only: Said parcel is vested in Dallas F. Beebe and Pauline Beebe, subject to an unrecorded land sale contract between said Beebes as vendors, and the Mortgagors herein as vendees.
11. Mortgage, including the terms and provisions thereof, dated October 20, 1980, executed by Tommy J. Barnum and Andrea L. Barnum, husband and wife, to Jerry Barnett and Madelyn H. Barnett, husband and wife, to secure the payment of \$35,000.00, with interest thereon.

and will warrant and forever defend the same against all persons.

Mortgagor agrees (1) that he will pay said note according to the terms thereof; (2) that he will keep the buildings now on or which may hereafter be erected on the premises insured in favor of the Mortgagee against loss or damage by fire, with extended coverage for their full insurable value, in a company acceptable to the Mortgagee, and will name Mortgagee as an additional insured as his interest may appear; (3) that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of the premises.

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If the Mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void; otherwise, it shall remain in full force as a mortgage to secure the performance of all of the covenants herein and the payment of said note. Time is of the essence hereof, and if Mortgagor fails to perform any covenant herein, or to pay said note according to its terms, Mortgagee shall have the option to declare the whole amount unpaid on the note immediately due and payable, and this mortgage may be foreclosed at any time thereafter. In the event of any suit or action being instituted to foreclose this mortgage, Mortgagor agrees to pay all reasonable costs incurred by Mortgagee for title search and reports and such further sum as the trial court may adjudge reasonable as Mortgagee's attorney's fees in said suit or action, and any appellate court on appeal of such suit or action, all of said sums to be secured by the lien of this mortgage.

All of the covenants and agreements herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee, respectively, except that this mortgage and the note secured hereby are personal to the Mortgagor and in the event of any sale or transfer of said property, or any part thereof, without the consent of the Mortgagee, the entire unpaid balance of the mortgage and the note secured thereby shall become immediately due and payable.

Wherever the context so requires, the masculine includes the feminine and/or neuter, and the singular includes the plural.

IN WITNESS WHEREOF, Mortgagors have hereunto set their hands on the day and year first above written.

Tommy J. Barnum  
Andrea L. Barnum

STATE OF OREGON

County of Wasco

ss.

Oct 20, 1980

PERSONALLY APPEARED Tommy J. Barnum and Andrea L. Barnum and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

J. Thomas Smith  
Notary Public for Oregon  
My Commission expires: 6/22/81

Return to  
Heiser, Van Valkenburgh & Coats  
214 E. 5th St.  
The Dalles, Or 97058  
attn. J. Thomas Coats

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.this 23rd day of October A. D. 1980 at 3:56 o'clock P. M., offully recorded in Vol. M80, of Mortgages on Page 20748

Wm D. MILNE, County Cl.

Berntha A. Ritsch