

TC

96081

DECEMBER

THIS MORTGAGE, Made this

day of February

1981

by DONNA LOU LITTLE

Clerk of the Court

to DONALD R. CRANE

Mortgagor,

Mortgagee,

WITNESSETH: That said mortgagor, in consideration of Four Hundred Seventy-Three and 05/100 (473.05) 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:

Lot 6, Block 3, Tract No. 1103, EAST HILLS ESTATES, Klamath County, Oregon.

WOKICVCE

STATE OF OREGON

WA COMMERCIAL EXHIBIT 124 2 1982



2ND DIV. CIVIL COURT

Klamath Falls, Oregon

KURT E. BEAMAN

OFFICIAL DEPUTY

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

the seal of said court, at Klamath Falls, Oregon, this 13th day of February, 1981.

acknowledged to me this 13th day of February, 1981, at Klamath Falls, Oregon, by the following individuals:

known to me to be the individuals whose names are subscribed to the foregoing instrument and

united

before me, the undersigned, a Notary Public in and for said county and state, before the subscribed the within

BE IT REMEMBERED: That on this 13th day of February, 1981,

Concluded by

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:

\$ 473.05, 19
On Demand after date, I (or if more than one maker) we jointly and severally promise to pay to the order of Donald R. Crane at Klamath Falls, OR
Four Hundred Seventy-Three and 05/100 DOLLARS,
with interest thereon at the rate of 0% per annum from 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/ Donna L. Little

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: 1/2/82.

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.

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, to the mortgagee, may procure the same at mortgagee'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.

SUBJECT TO: This mortgage is second and inferior to that Mortgage dated December 27, 1979, where DON FORREST LITTLE is mortgagor and DONNA LOU LITTLE is mortgagee, recorded in Book M80, at page _____ records of Klamath County, Oregon.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Donna L. Little
Donna L. Little

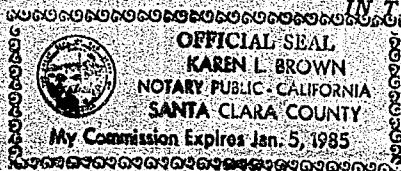
***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, at such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, this Form NO. 1505 or equivalent, if this instrument is NOT to be a first lien, use Steavens-Ness Form No. 1506 or equivalent.

[illegible]

BE IT REMEMBERED, That on this 13 day of February, 1981,
before me, the undersigned, a notary public in and for said county and state, personally appeared the within
named DONNA LOU LITTLE

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.



Karen L. Brown
Notary Public for Oregon, California
My Commission expires Jan 5, 1985

MORTGAGE

015605
(FORM No. 105A)

TEVENS: NEWS LAW FIRM, 60, PORTLAND, ORE.

DONNA LOU LITTLE

Aug 02 10:00

DONALD R. CRANE

AFTER RECORDING RETURN TO
Crane & Bailey, Attorneys
540 Main, Suite 204
Klamath Falls, Oregon 97601

STATE OF OREGON

County of ...Klamath

I certify that the within instrument was received for record on the 18 day of February, 1981.

at 4:06 o'clock P.M., and recorded
in book M81 on page 2812 or as
file/reel number 96081

Record of Mortgages of said County.
Witness my hand and seal of
County affixed.

Evelyn Biehn County Clerk Title
By Sermetta Helich Deputy.