

THIS MORTGAGE, Made this 26th day of February, 1981  
by Lee B. Davis and Elinor Davis, Husband and Wife,  
to Wesley H. Muloch and Naomi Muloch, Husband and Wife,  
hereinafter called Mortgagor,  
hereinafter called Mortgagee,  
WITNESSETH, That said mortgagor, in consideration of FIVE THOUSAND and No/100's ---  
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:

Lots 9 and 10 of Block 6 of Bonanza, according to the official plat  
thereof on file in the office of the County Clerk of Klamath County,  
Oregon.

## SUBJECT TO:

Reservations, restrictions and rights of way of record or apparent on  
(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE) the face of the land,

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:

One promissory note in the amount of \$5,000.00 plus interest at the rate  
of 10% per annum, payable in one payment on or before the 26th day of August,  
1981.

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:  
August 26, 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 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 this 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 \$ N/A land only

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 remain in full force as a mortgage to secure the performance of all of said covenants and the pay-  
ments on 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: Delete, 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.

Lee B. Davis  
Elinor Davis

STATE OF OREGON, County of Klamath, ss: \_\_\_\_\_, 19

Personally appeared the above named Lee B. Davis and Elinor Davis, husband and  
wife and acknowledged the foregoing instrument to be their voluntary act and deed.

(NOTARIAL SEAL)

Before me: \_\_\_\_\_ Notary Public for Oregon  
My commission expires: 7/19/82

## MORTGAGE

Davis

TO

Muloch

AFTER RECORDING RETURN TO

Wesley H. & Naomi Muloch

KCTC

## STATE OF OREGON

County of Klamath } ss.

I certify that the within instru-  
ment was received for record on the  
26 day of February, 1981,  
at 2:48 o'clock P.M., and recorded  
in book M81 on page 3396  
or as file number 96406  
Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.  
Evelyn Biehn County Clerk

By Bernatha M. Fletcher Title  
Deputy