FORM No.	105A-MORYCA	
SN	105A-MORTCASE-One Page Long Form	

9651

THIS MORTGAGE, Made this 5th
by Daniel Samarin & David H. Conrad
1525 Rubenstein Ave. Cardiff, CA 92007 day of November to MX Land & Livestock Corporation -6516 Valhalla Drive Klamath Falls, ORMortgagor, WITNESSETH, That said mortgagor, in consideration of

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 1/3 Undivided Interest:

T38 S R13 EW M Section 21; $N^{\frac{1}{2}}$ SE $^{\frac{1}{4}}$ and SW $^{\frac{1}{4}}$ SE $^{\frac{1}{4}}$ and Section 28;

*NOTE: MORTGAGER SHALL HOLD MORTGAGEE HARMLESS FROM FEDERAL 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

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:

\$16,000.00 I (or if more than one maker) we jointly and	On
MX Land & Livestock Corporation, 6516 Valhalla Sixteen thousand and no/100	y, promise to pay to the order of
with interest thereon at the rate of	iny one payment; interest shall be paid monthly and
interest has been paid; if any of said installments is not so paid, all principles option of the holder of this note. If this note is placed in the hands of an amount of such reasonable attorney's tees and collection costs, even though no suit or an is tried, heard or decided. * Strike words not applicable.	attorney for collection, I/we promise and collectible at the tion is filed hereon; however, it a suit or an action is filed, the source in which the suit or aftion, including any appeal therein,
RM No. 17—INSTALLMENT NOTE.	DANIEL SAMAR(I) /S/Javie 9/ Pomed DAVID H CONRAD
And said mortgagor covenants to and wild a	SN Stevens-Ness Law Publishing Co., Portland, Ore.

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 one or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings of assessments and other charges of every 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 obligation secured by this mortgage, in a company or companies continuously insured against loss or damage by tire and such other gage and then to the mortgage, in a company or companies acceptable to the mortgage, with loss payable first to the mortgage as soon as insured. Now if the mortgage shall fail for any reason to procure any such insurance shall be delivered to the mortgage may procure the same at mortgager's expense; that he will keep the buildings and improvements on said buildings, in good repair and will not commit or suffer any waste of said premises. At the request of the mortgage, the mortgage, the mortgage, and will pay for tiling the same in the proper public office or offices, as well as the cost of all lien asserting agencies as may be deemed desirable by the mortgage.

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) DEFINITION OF THE PROPERTY OF THE

Now, therefore, it 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 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 mortgage 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 any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance apart 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 mortgage for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgage at any time while the mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgage for title reports and title search, all statutory costs and disbursents and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's lees 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 tees 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 tees 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 mortgage respectively.

In case suit or action is

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

Daniel Samarin & David H. Conrad

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgages is a creditor, as such word is defined in the Truth-in-tending Act and Regulation Z, the mortgage MUST comparished 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. 1525 Rubenstein Ave. Cardiff, CA 92007

, 19.81, recorded Evelyn Biehn County Cler County. ŏ 00 19 page10599. 755 record and Klamath. Said ived for re o'clock. P.M., theRecord of Mortgages of STATE OF OREGON, that received my M81.0n Witnessof. County affixed. County of 12th day c filing fee book

STATE OF CALIFORNIA San Die February 24, 1981 the undersigned, a Notary 1 ablic in and for said County and State, personally appeared Daniel Samarin and David H. Conrad known to me

to be the person S whose name S are subscribed to the within instrument and acknowledged that they Darbain McChillan

Barbara McClellan

My Commission Expires 12-10-81



FOR NOTARY SEAL OR STAMP



OFFICIAL SEAL BARBARA MCCLELLAN

NOTARY PUBLIC CALIFORNIA PRINCIPAL OFFICE IN SAN DIEGO COUNTY

My Commission Expires Dec. 10, 1981