

THIS INDENTURE WITNESSETH: That MX LAND & LIVESTOCK CORPORATION, an Oregon Corporation, 6516 Valhalla Dr., Klamath Falls, Oregon 97601 of the County of Klamath, State of Oregon, for and in consideration of the sum of Forty-five thousand and no/100-----Dollars (\$ 45,000.00), to in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto James T. Swink, 990 N. Parker, Orange, California

of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Township 38 South Range 13 East of the Willamette Meridian Section 22 the SE 1/4, 160 acres m/l.

Subject to: rights, rights of way, easements of record, those apparent on the land and to those common to the area.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining To have and to hold the same with the appurtenances, unto the said

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Forty-five thousand and no/100 -----Dollars (\$ 45,000.00 ---) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

I (or if more than one maker) we, jointly and severally, promise to pay to the order of MX Land & Livestock Corporation, at 6516 Valhalla Drive, Klamath Falls, OR 97601 Forty-five thousand and no/100 -----DOLLARS, with interest thereon at the rate of 9% percent per annum from above date until paid, payable in monthly installments of not less than \$ 404.88 in any one payment; interest shall be paid concurrently and EXCEPTED the minimum payments above required; the first payment to be made on the 28th day of February 19 81, and a like payment on the 28th day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. 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; however, 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.

* Strike words not applicable

/s/ James T. Swink

James T. Swink

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: 19

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 ORGANIZATION OR OTHER PURPOSES~~ ~~FOR BUSINESS OR COMMERCIAL PURPOSES~~

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said

and legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said

heirs or assigns.

Witness

hand this 28th

day of

January

, 19 81

*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, as 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, 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.

James T. Swink
 James T. Swink
 990 N. Parker
 Orange, California

CALIFORNIA
 STATE OF OREGON,

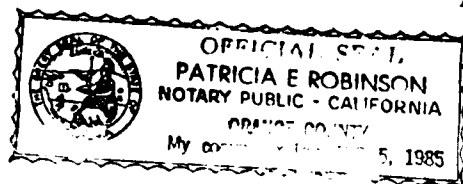
County of Orange

ss.

BE IT REMEMBERED, That on this 28th day of October, 19 81, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named James T. Swink, 990 N. Parker, Orange, California

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.



Patricia E. Robinson
 Patricia E. Robinson
 Notary Public for Oregon, California
 My Commission expires April 5, 1985

MORTGAGE

(FORM No. 7)

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

TO

SPACE RESERVED
 FOR
 RECORDER'S USE

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

Fee \$7.00

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 8th day of October, 19 81, at 11:55 o'clock AM., and recorded in book M-81 on page 7817 or as file/reel number 5267.
 Record of Mortgages of said County.
 Witness my hand and seal of County affixed.

Evelyn Biehn Co. Clerk Title

By *James T. Swink* Deputy.