FORM No. 975—SECOND MORTGAGE—One Page Long For a [Invite n-Lending Series].... 7453 THIS MORTGAGE, Made this HIS MORTGAGE, Made this Solday of April WILLIAM K. GLODOWSKI and M.K. GLODOWSKI, husband and wife CHRIS G. LAMPROPULOS and MARY ANN LAMPROPULOS, husband Mortgagor, and wife, WITNESSETH, That said more agor, in consideration of TWENTY THOUSAND and no/100------(\$20,000.00) olders, 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: Lots 28, 29, 30 and 31 in Block 17 of Industrial Addition to the City of Klamath Falls; The Southwesterly 38.33 feet of Lots 32, 33 and 34 in Block 17 of Industrial Addition to the City of Klamath Falls; The Northeasterly 76.67 feet of Lots 32, 33 and 34 in Block 17 of Industrial Addition to the City of Klamath Falls; Lot 35 in Block 17 of Industrial Addition to the City of Klamath Falls; all according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Together with all and singular the tenemants, I preditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertait, 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 may 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, administrates and accious towards. This mortgage is intended to secure the payment of ... d. promissory note ., of which the following is a substantial copy: 0.000.00

Klanath Falls, Oregon, April 15-16

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Chris G. Lampropulos and Mary Ann Lampropulos, husband and wife, annual installments, at the dates and in the amounts as follows: \$4,000.00 on December 15, 1982, and a like payment on the 15th day of December of each year thereafter until principal and interest are paid in full, the last payment of which shall be due December 15, 1986

Ballyon pay Marky Warry Warry will and some in each continue until the whole sum hereof, principal and interest, has been paid it up of said installments is not in the hands of an attorney for collection, I we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof, all suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees and collection costs of the holder if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

It is the intention of the parties hereo that the trial court of the trial court and the trial court and the parties hereo that the trial court of the trial court and the parties hereo that the trial court of the trial court and the parties hereo that the trial court of the parties hereo the trial court of the parties hereof the trial court of the parties hereo

sonable attorney's fees in the appellate court.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and interest shall vest absolutely in the survivor of them.

The date of maturity of the debt secured by thus mortgage is the date on which the last scheduled principal payment becomes due, to-wit:

December 15. 19.86.

The mortgager warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a) primarily for mortgager's personal, latefully, household or agricultural purposes (see Important Notice below)

(b) Notice below to Notice to Notic

... (indicate which), rereferee to said morrgage records betely being made; the said first mortgage was oven to secure a note for the principal sum of \$ \$165,000.00 .; the unpaid principal bulance thereof on the date of the execution of this instrument is \$

19 : said prior trartgage and the obligations secured thereby hereinalter, for brevity, are called

The mortgagor covenants to and with the mortgagee, his hoirs executors, administrators and assigns, that he is lawfully neized in her wintle of said premises; that the same are true from all encumbrances overpt said first mortgage and further except

and that he will warrant and lower defend the time against all persons; further, that he will do and perform all things required of him and pay all obligations due of to become due and in the terms of said lins mortgage as well as the note secured hereby, principal and interest, according to the terms thereof; that while any part of the note secured hereby romains 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 of the note secured hereby, when due and payable and before the same become delinquent; that he will promptly pay and satisfy any and all liens or the buildings now on or which hereafter may be received on the premises or any pair thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be received on the said premises continuously insured against loss or damage by fire

full insurable in a company or or product as the mortgage may from time ic time require, in an amount not less than \$ value in a company or or product acceptable to the mortgage herein, with loss payable. First to the holder of the sold first mortgage, second, to the mortgage as companies acceptable to the mortgage as their respective interests may appear; all policies of insurance shall be delivered to the sold first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance the folder of the sold first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance the folder of the sold first mortgage as soon as insured and a certificate of insurance in this instrument. Now if the mortgager shall be delivered to the mortgage name in the least fifteen days prior to the expiration, showing the amount of sold coverage, shall be delivered to the mortgage may produce the same at mortgager's expensively and produce and sold produces as decreated at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on suid buildings, the mortgage may produce the same at mortgage, the mortgage, the mortgage, the nortgage is the buildings and improvements or said premises in good repair and will not commit or suffer any waste that the mortgager will keep the buildings and improvements or said premises in good repair and will not commit or suffer any waste of said premises. In the contrager will keep the buildings and improvements or said premises in good repair and will not commit or suffer any waste that the mortgage in executing one or more financing statements pursuant to the Uniform Commercial Code, in order said promises. In the event any personal property is part of the security for this mortgage, then at the request of the mortgage, the nortgage in executing one or more financing statements pursuant to the Uniform Commercial Code, in a said premises in the proper public office or offices, as we

form satisfactory to the mortisages, and will pay for iting the same in the proper public office or offices, as well as the cost of all lien methods to the mortisages, and will pay for iting the same in the proper public office or offices, as well as the cost of all lien methods to the ordinary of the tribing officers or searching adencies as may be deemed destrable by the mortisage.

Now, therefore, it said mortisage or searching adencies as may be deemed destrable by the mortisage.

Now therefore, it said mortisage shall keep and perform the covenants herein contained and shall pay all obligations searced hereby according to its terms, this conveyance shall be void, but otherwise shall remain mortisage as well as the note secured hereby according to its terms, this conveyance shall be void, but otherwise shall remain mortisage as an mortisage of the note secured hereby; it being the first of the property of the tribute of the property is the property of the property of the tribute of the property of the p

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written. Cook Glodowski Tiam K Glodowski Glodowski TTiam

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty [a] or (b) is not applicable. If warranty (a) is applicable upid if the mortgages is a creditor, as such word is defined in the Truthin-Lending Lat and Regulation 2, the mortgagee MUST comply with the Act and Regulation by making required disclosure; for this purpose, use Stevens-Ness Form No. 1306 or similar.

STATE OF OREGON.

Klamath

C. 3

\$117.1 4

County of before me, the undersigned, a notary public in and for said courty and state, personally appeared the with William K. Glodowski and M.K. Glodowski, husband and wife, within named

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

SPACE RESERVED

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official spal the day and year last above written. 50

1. Notary Public for Oregon My Commission expires 4-11-84

SECOND MORTGAGE

(FORM No 925)

William K. & M.K. Glodows i 3321 Patterson St. Klamath Fallso Oregon 97601

Shris G. & Mary Ann Lamprepulos; 8500 Summers Lane, sp. 6 Klanath Falls, Oregon 97601

AFTER RECORDING RETURN TO Timothy A. Bailey, Attorney 540 Main, Suite 204

Klamath Falls, Oregon 97801

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the day of December , 1981, ar4:33 eciock P. M., and recorded 15. in book M 81 on page 21453 or as file/reel number 7453

Record of Mortguges of said County. Witness my hand and seal of

County affixed. Evelyn Biehn Co. clerkfitle.

By Joyce Me Sur Fée \$8.00