

WITNESSETH: That ~~KENNETH C. KLOPP~~ and BETTY M. KLOPP, husband and wife

hereinafter called the mortgagors, whether singular or plural, in consideration of the sum of Five thousand eight hundred fifty and no/100-----DOLLARS, to them paid, by

ESTHER M. SNYDER

hereinafter called mortgagees, whether singular or plural, do grant, bargain, sell and convey unto said mortgagees, the following described real property, situated in Lane County, State of Oregon, to-wit: Parcel 2-A Beginning at a 3/4 inch iron pipe marking the Northwest corner of the Northeast one quarter of the Northeast one quarter of Section 16, Township 26 South, Range 10 East of the Willamette Meridian, from which point the Northeast corner of said Section 16 bears South 89° 27' 24" East 1328.73 feet, run thence along the West line of the Northeast one quarter of the Northeast one quarter of said Section 16 South 00° 15' 40" East 283.07 feet to a point, thence leaving said line South 35° 08' 26" East 758.09 feet to a point on a private roadway, thence along said roadway North 45° 02' 33" East 330.00 feet to a point, thence leaving said roadway North 45° 03' 25" West 948.21 feet to the Point of Beginning, all in Klamath County, Oregon. ALSO an UNDIVIDED 1/7 IN THE FOLLOWING ROADWAY: Beginning at the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 16, Township 26 South, Range 10 East, Willamette Meridian, the true point of beginning; thence Northeasterly North 45° 02' 33" East, 939.86 feet there creating a hub (the radius of which is 46'), the chords of which bear, progressively, North 42° 10' 58" East, 66.66 feet; thence South 44° 57' 27" East 66.65 feet; thence Southwesterly South 47° 54' 09" West 66.66 feet; thence leaving said hub and bearing South 45° 02' 33" West, 880.78 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of Section 16, thence bearing Westerly North 89° 30' 50" West, 84.20 feet; to the TRUE POINT OF BEGINNING, all in Klamath County, Oregon.

TO HAVE AND TO HOLD the said premises, with appurtenances, unto the said mortgagees, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of \$ 5,850.00 together with interest at the rate of -12- per cent per annum in accordance with the terms of a certain promissory note, the terms of which are incorporated herein by reference, dated the 28th day of March, 1983, payable April 1, 1993.

TO SAID MORTGAGEES OR ORDER

The mortgagors covenant and agree with, the mortgagees as follows: That they are the owners in fee simple of the above described premises and that they are free from all encumbrances. Property shall be used for

recreational use only. Three (3) Chords of dead and down timber may be removed in any

one year by Purchasers, as a condition of this mortgage.

That they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That they will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises before the same become delinquent. That they will keep the buildings on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagees with loss, if any, payable to the mortgagees as their interest may appear, in the sum of at least \$

and deliver such policy or policies of insurance to the mortgagees, until the sums secured by this mortgage are fully paid with interest. That they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

If the mortgagor shall fail to pay any such tax lien or assessment, or fail to maintain such fire insurance the mortgagees may pay the same or procure said insurance, and pay the cost thereof, and all payments by the mortgagees for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable on demand, with interest until repaid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagors hereby sell and assign to the mortgagees any and all rentals accruing or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagors shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants or agreements herein contained, then the Mortgagees or their assigns, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain the principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, pay over to the mortgagors, their heirs and assigns.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals this 28th day of March, 19 83

X *Kenneth C. Klopp* (Seal)
X *Betty M. Klopp* (Seal)

STATE OF OREGON

County of Lane } ss.

Be it remembered that on this

28th

day of March

1983

personally came before me, a Notary Public in and for said county, the within named KENNETH C. KLOPP AND BETTH M. KLOPP

known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and seal this day and year last above written.

My Commission expires 11-5-84
Return Lane Currows Title Co.
P.O. Box 1456
Eugene, Oregon 97440

Lorray Lee Murray
Notary Public for Oregon.

Compliments of
CASCADE TITLE COMPANY
687-2233
Real Estate Mortgage

CASCADE TITLE COMPANY

Return To:

5122

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

This 5th day of April A.D. 1983 at 4:05 o'clock P.
duly recorded in Vol. M83 of Mortgages on a 5121

EVILYN B. EHN, County

8.00

By [Signature]