

REAL ESTATE MORTGAGE

THIS MORTGAGE, Made this 20th day of June, A.D., 19 83, between

Jimmy E. Summers, a single person
 of Noble County, State of Oklahoma, as mortgagor
 (whether one or more), and First National Bank and Trust Co, P. O.Box 878, Perry, Oklahoma 73077
 as mortgagee.

WITNESSETH: That the said mortgagor, in consideration of the sum of 18,015.00

Eighteen Thousand Fifteen Dollars and no/100-----

receipt of which is acknowledged, does hereby mortgage to the said mortgagee, and the successors and assigns of the mortgagee, all the following described real estate and premises situated in Klamath County and State of ~~Oklahoma~~, to-wit: Oregon

The W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 28, Township 31 South, Range 7 East of The Willamette Meridian, in the County of Klamath, State of Oregon, lying South of Sand Creek Channel

An easement for the purpose of ingress and egress 30 feet in width, situate on the South side of and running along the line dividing the Northwest Quarter of Section 28 and the Southwest quarter of Section 21, Township 31 south, Range 7 East of the Willamette Meridian, a distance of 1,980 feet; said easement to commence where said Section line dividing Section 28 and Section 21 intersects the State Highway right of way as the same now exists.

with all present and future improvements and appurtenances, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of \$ 18,015.00, with interest thereon according to the terms of a certain promissory note made and delivered by said mortgagor, dated June 10, 1983 and payable to the mortgagee after date June 20, 1988

Said mortgagor agrees to pay all taxes and assessments levied on said premises, and all sums necessary to protect the title and possession of said premises, and to keep the buildings on said premises insured against damage by fire and tornado in some company acceptable to said mortgagee, for not less than \$, with loss, if any, payable to the mortgagee; and on the failure of the mortgagor to perform any of these agreements, the mortgagee may pay any of such sums, and the amounts so paid, with interest thereon at ten percent, shall be included as a part of the indebtedness secured by this mortgage.

It is further understood and agreed that as additional security for the debt secured by this mortgage, the mortgagor hereby assigns to the mortgagee all rentals and income of whatsoever kind and nature earned by said property and the mortgagee may, at its option, collect said rentals and income and apply same on the debt secured by this mortgage.

If default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, or if the foregoing agreements are not performed, then all of the indebtedness hereby secured shall, without notice, at the option of the mortgagee, become immediately due and payable, shall bear interest at ten per cent until fully paid, said mortgage may be foreclosed, and the above described premises sold in the manner prescribed by law, to pay all sums due said mortgagee as above set forth, together with interest, costs and an attorney fee of Twenty-Five Dollars and ten per cent of the total amount due. In the event of foreclosure, appraisal of said premises is either waived or not, at the option of the mortgagee, to be exercised upon filing of foreclosure petition.

The foregoing conditions being performed, this mortgage to be void; otherwise, of full force and effect.

IN WITNESS WHEREOF, this mortgage is signed the day first above written.

Jimmy E Summers

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 COUNTY OF NOBLE } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20 day of June, 1983, personally appeared Jimmy E. Summers, a single person to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: November 17, 1984

STATE OF OREGON: COUNTY OF KLAMATH ;ss

I hereby certify that the within instrument was received and filed for record on the 27 day of June A.D., 19 83 at 8:32 o'clock A M and duly recorded in Vol M 83, of mtges on page 9930

FEE \$ 4.00

EVELYN BIEHN COUNTY CLERK
 by *Ann Davis* Deputy

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