

NYC-1396-182

MORTGAGE

Parties.

Mortgagor. SHIRLIE DeFOE

Mortgagee. LEWIS F. LAKEY and VERA S. LAKEY, husband and wife

Agreement. For valuable consideration, Mortgagor grants, bargains, sells and conveys to Mortgagee the real property, together with appurtenances, described as follows:

In Township 35 South, Range 12 East of the Willamette Meridian, Section 6, Klamath County, Oregon: The West half of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, plus the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, containing 30 acres, more or less, and subject to an easement for any public roads now existing;

to have and to hold said property with the appurtenances unto Mortgagee forever.

Security. This mortgage secures a promissory note between the parties, which is made a part hereof, dated June 8, 1984, which matures May 11, 1989, and which is attached hereto as Exhibit "A."

Mortgagor's Duties. Mortgagor will forever defend the property against all persons; Mortgagor will pay the obligation secured by this mortgage according to all its terms and conditions; while any part of this mortgage and the secured obligation remain unpaid Mortgagor will pay all taxes and assessments and all charges of every nature which may be levied or assessed against the property; Mortgagor will pay according to their terms and conditions any and all other liens and encumbrances that are or may become charges against the property or any part thereof.

Use of Property. Mortgagor agrees not to abuse, misuse or waste the property, real or personal, described in this mortgage and to maintain the property in good condition.

Performance. If Mortgagor performs the terms and conditions of this mortgage and pays the obligation secured by this mortgage according to all its terms and conditions this conveyance and mortgage shall be void, but otherwise shall remain in full force and effect and be governed by this mortgage.

In the event any of the property covered by this mortgage is sold or transferred by mortgagor, all of the net proceeds therefrom shall be paid to the mortgagee in reduction of the debt of the promissory note.

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remain in full force to secure the performance of this mortgage and the payment of the obligation it secures. The parties agree that failure of Mortgagor to perform any term or condition of this mortgage or the obligation it secures, or if proceedings of any kind are taken by anyone to foreclose any lien which Mortgagor is bound by this mortgage to remove on the mortgaged property or any part thereof, Mortgagee shall have the option to declare the whole unpaid amount of the obligation secured by this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter.

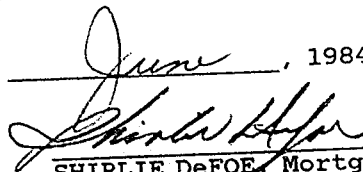
Mortgagee's Rights. If Mortgagor fails to pay any taxes, liens, encumbrances, assessments or charges of whatever nature against the property, Mortgagee may, without waiver of any other right, do so, and any payments so made shall be added to and become part of the obligation secured by this mortgage and the lien of this mortgage, and shall bear interest at the same rate as the obligation secured by this mortgage.

Default. In the event of default, it is agreed that the Mortgagee may recover such reasonable expenses as may be incurred in collection, including foreclosure, of this mortgage and the obligation it secures, including expenses of title report, and reasonable attorneys' fees, whether in suit or action or appeal therefrom.

Appointment of Receiver. If suit or action is commenced to foreclose this mortgage, Mortgagor expressly consents to the appointment, if Mortgagee elects, of a receiver to collect the rents and profits from the property during the pendency of said suit or action and to the application of all collections to the amounts due under this mortgage after first deducting all proper charges and expenses of the receivership.

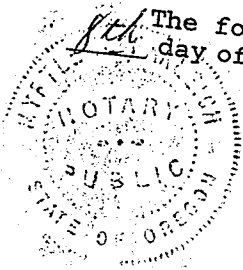
Successors in Interest. Each term, condition and agreement in this mortgage shall apply to and bind the heirs, executors, administrators, successors and assigns of Mortgagor and Mortgagee.

DATED this 6th day of June, 1984.


SHIRLIE DeFOE, Mortgagor

16027

STATE OF OREGON)
County of Deschutes) ss.



The foregoing instrument was acknowledged before me this
15th day of June, 1984, by SHIRLIE DeFOE.

Myrtle W. Furlough
Notary Public for Oregon
My Commission Expires: 11-16-85

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PROMISSORY NOTEParties.

Promisor. SHIRLIE DeFOE

Promisee. LEWIS F. LAKEY and VERA S. LAKEY, husband and wife

Agreement. For value received, Promisor promises to pay to Promisee or Promisee's order, at such place as Promisee designates, the principal sum of \$106,803.89.

The yearly interest rate on the unpaid balance of the principal sum is 12 percent.

Interest begins May 12, 1984.

The principal sum and interest shall be due and payable on May 11, 1989.

Promisor may prepay at any time without penalty.

Default. Should default be made in any payment due under this note the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default, it is agreed that the holder of this note may

recover such reasonable expenses as may be incurred in collection, including a reasonable attorneys' fee, and further including attorneys' fee in any appeal from a suit or action.

DATED this 8th day of June, 1984.

Promisor.

Return:

Shirley DeFoe
Cascade Realty
51487 Highway 97
La Pine, Oregon 97739

S/ Shirley DeFoe
SHIRLIE DeFOE

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 17 day of Sept. A.D. 19 84
at 1:26 o'clock P M, and duly
recorded in Vol. M84 of Mortgages
Page 16025.

EVELYN BIEHN, County Clerk

By Ann Smith Deputy

Fee 20.00