

THIS INDENTURE WITNESSETH: That CARNEY H. POPE and JOANN POPE, husband and wife, for valuable consideration have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto FRANK J. BRODERICK and CAROL BRODERICK, husband and wife, the following described real property situate in Klamath County, State of Oregon, to-wit:

Lot 1, SOUTH SHORE SUBDIVISION, in the County of Klamath, State of Oregon, less parcel described as follows: Beginning at the most Easterly corner of said Lot 1; thence South 33°15' West a distance of 118 feet to the Southeasterly corner of said Lot 1 thence Northwesterly along the Southwesterly line of said Lot 1 a distance of 10 feet to a point; thence North 36°51' East a distance of 119.6 feet, more or less to a point on the Northeasterly line of said Lot 1; thence Southeasterly along the Northeasterly line of said Lot 1 10 feet to the point of beginning

Together with the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining.

To have and to hold the same with the appurtenances, unto the said FRANK J. BRODERICK and CAROL BRODERICK, husband and wife, their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Sixty-Nine Thousand Three Hundred Seventy-Five and 46/100ths DOLLARS (\$69,375.46) in accordance with the terms of a certain promissory note dated February 1, 1985, wherein the Mortgagors are the makers and the Mortgagees are the payees; and the terms of a Sales Agreement and Security Agreement dated February 1, 1985, wherein the Mortgagors are the Buyers and the Mortgagees are the Sellers.

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: February 1, 1990.

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

For business or commercial purposes other than agricultural 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 FRANK J. BRODERICK and CAROL BRODERICK, husband and wife, their 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.

The Mortgagees acknowledged that this Mortgage is secondary collateral to the above described Security Agreement and hereby consent as follows:

- a) To subordinate to any lien or mortgage which is used to remodel the premises;
- b) To subordinate to a loan from a commercial bank in a sum not to exceed 80% of appraised value;
- c) To substitute for like security in the event of sale by the Mortgagors.

WITNESS our hands this 1st day of February, 1985.

STATE OF OREGON)
County of Klamath) ss.

BE IT REMEMBERED, That on this 1st day of January, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CARNEY H. POPE and JOANN POPE, husband and wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they 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.

Mark H. Duran
Notary Public for Oregon
My Commission expires: 2-16-85



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

on this 6th day of February A.D. 19 85
at 9:22 o'clock A M, and duly
recorded in Vol. M85 of Mortgages
Page 1930

EVELYN BIEHN, County Clerk

By *[Signature]* Deputy

Fee 9.00

After Recording Return to:
William P. Brandsness
411 Pine Street
Klamath Falls, OR 97601