

THIS MORTGAGE, Made this 30th day of March, 1987, by LESLIE R. BARLOW, JR. and MISHELL C. BARLOW, husband and wife, to WARREN ROBERT MCNEELY hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of TWENTY FIVE THOUSAND AND NO/100's Dollars, 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:

See attached Exhibit A

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, 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 any 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, administrators and assigns forever.

This mortgage is intended to secure the payment of a certain promissory note, described as follows: \$25,000.00 with interest thereon at the rate of 9% per annum from April 1, 1987, until paid, payable in monthly installments of not less than \$254.00 in any one payment; interest shall be paid monthly and is included in the monthly payments above required; the first payment to be made on the 1st day of May, 1987, and a like payment on the 1st day of each month thereafter at maturity, 19

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are: (a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below), and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the premises now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$ insurable value

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest according to the terms thereof; that while any part of said note remains 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 or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$ insurable value

In the event of any suit or action being instituted to foreclose this mortgage, the losing party in such suit or action agrees to pay all reasonable costs incurred by the prevailing party therein for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as the prevailing party's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal, all such sums to be included in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively. In case suit or action is commenced to foreclose this mortgage, the court may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, first deducting all proper charges and expenses attending the execution of said trust, as the court may direct in its judgment or decree.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if the instrument is NOT to be a first lien, use S-N Form No. 1306 or equivalent.

STATE OF OREGON, County of Klamath

Personally appeared the above named Leslie R. Barlow, Jr. and Mishell C. Barlow

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Susan C. Freil Notary Public for Oregon

My commission expires: 6-21-88

## MORTGAGE

TO

No.

AFTER RECORDING RETURN TO

Klamath County  
Title Co. - collection

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON, }  
County of } ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. page or as document/fee/file/instrument/microfilm No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME TITLE  
By Deputy

That portion of the N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 3, Township 40 South, Range 9 E.W.M. lying Southwesterly of the Klamath Irrigation District Canal No. C-4. SAVING AND EXCEPTING that portion given by the Altamont Investment Company, a corporation, and George Noland and Lottie Noland, husband and wife, to the United States of America, dated September 5, 1910, recorded September 8, 1910, in Deed Volume 30 on page 132, records of Klamath County, Oregon. ALSO, that portion given by The First State and Savings Bank, a corporation, to the United States of America, dated January 30, 1920, recorded February 28, 1920, in Deed Volume 52 on page 207, records of Klamath County, Oregon. ALSO EXCEPTING that portion deeded to Goodell recorded October 3, 1968 in Volume M-68 on Page 8948, records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 3rd day of April A.D., 19 87 at 1:57 o'clock P M., and duly recorded in Vol. M87, of Mortgages on Page 5583.

FEE \$9.00

Evelyn Biehn, County Clerk  
By *[Signature]*