

THIS MORTGAGE Made this 26 day of March, 1987
by Dayton O. Hyde and Gerda V. Hyde
to Gerda Isenberg

K-39254 Vol 187 Page 6084

WITNESSETH, That said mortgagor, in consideration of Three Hundred Thousand 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:

Township 34 South, Range 9 E.W.M.
Section 15: W $\frac{1}{2}$, W $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$
Section 22: NE $\frac{1}{4}$ NW $\frac{1}{4}$

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 promissory note, a substantial copy of which is attached as Exhibit A and incorporated herein by this reference.

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: April 1, 1987
And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto
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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

DO NOT DESTROY THIS ORIGINAL NOTE: When paid, said original note, together with the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance will be made.

INSTALLMENT NOTE - INTEREST EXTRA

\$ 300,000.00

Chiloquin, Oregon

April 10
March 30

6086

In installments as herein stated, for value received, I, we jointly and severally, promise to pay to
GERDA ISENBERG

or order, at 19500 Skyline Boulevard, Redwood City, California the sum of
\$300,000.00 (Three Hundred Thousand Dollars and no cents) XXXXXXXX
with interest from April 19 1987 XXXXXXXX
principal at the rate of 9 per cent per annum, interest payable quarterly beginning July 19 1987
; principal payable XXXXXXXX
XXXXXX XXXXXXXX
XXXXXX XXXXXXXX
XXXXXX XXXXXXXX

Principal payable on or before April 1991. Any part hereof may be paid at any time.

Should the real property which has been secured by real property mortgage be sold, then the entire principal balance shall then be due and payable.

COPY

Should default be made in payment of any installment of principal or interest when due the whole sum of principal and interest shall at the option of the holder of this note become immediately due. Principal and interest payable in lawful money of the United States. If action be instituted on this note I, we promise to pay such sum as the Court may fix as attorney fee. This note is secured by a XXXXXXXX real property mortgage.

Deyton O. Hyde
Eda V. Hyde

TO 1532 CA (3-74)

THIS FORM FURNISHED BY



TITLE INSURANCE
AND TRUST

A TICO COMPANY

DO NOT DESTROY THIS NOTE

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company
of April A.D., 19 87 at 3:46 o'clock P M., and duly recorded in Vol. 10th day
of Mortgages on Page 6084

FEE \$13.00

Evelyn Biehn, County Clerk
By *Peter Smith*