


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77039

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THIS INDENTURE, Made this 15th day of July, 19 87,  
between Charles V. Jackson  
as mortgagor, and the United States of America, Bureau of Indian Affairs  
as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of Sixty thousand  
and no/100----- Dollars (\$60,000.00) to him  
paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee, his successors  
and assigns, those certain premises situated in the County of Klamath, and State of  
Oregon, and described as follows:

Lot 14, Block 3, Tract 1103, East Hills Estates.

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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 successors and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Sixty thousand and no/100----- Dollars (\$60,000.00) in accordance with the terms of ----- certain promissory note of which the following is substantially a true copy, to-wit:

For value received the undersigned promises to pay to the order of the United States at the Bureau of Indian Affairs, Warm Springs Agency, Warm Springs, OR 97761, the sum of Sixty thousand and 00/100 dollars (\$60,000.00), with interest at 8-5/8 percent per annum payable annually from the date of advance until paid in full according to the following repayment schedule (on or before):  
360 monthly payments of \$466.67 (pincipal and interest) due beginning August 15, 1987 and ending August 15, 2018 with final payment being \$473.10 (principal and interest).

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: August 15, -----, 19x2018  
3-10-82



12696

In the event of any suit or action being instituted to foreclose this mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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 shall be taken to mean and include the plural, the masculine pronoun shall mean 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, the mortgagor has executed this instrument this 16th day of July, 19 87; if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Charles V. Jackson

(If executed by a corporation,  
affix corporate seal)

STATE OF OREGON,

County of Klamath

7/16, 1987.

Personally appeared the above named

Charles V. Jackson

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

Before me:

Samuel J. Pence

Notary Public for Oregon

My commission expires 8/16/88

STATE OF OREGON, County of \_\_\_\_\_

ss.

Personally appeared \_\_\_\_\_

and

who, being duly sworn,

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

\_\_\_\_\_ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(OFFICIAL  
SEAL)

# MORTGAGE

CHARLES V. JACKSON

TO

BUREAU OF INDIAN AFFAIRS

AFTER RECORDING RETURN TO

Superintendent  
Bureau of Indian Affairs  
Warm Springs Agency  
P. O. Box 1239  
Warm Springs, OR 97761

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 16th day of July, 1987, at 3:27 o'clock PM., and recorded in book reel volume No. M87 on page 12693 or as document fee/file/instrument/microfilm No. 77039 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pam Smith Deputy

Fee: \$17.00