



WITNESSETH, That said mortgagor, in consideration of TWENTY THOUSAND AND NO/100 -----
----- 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 prop-
erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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:

PROMISSORY NOTE DATED JANUARY 27, 1988 IN THE AMOUNT OF \$20,000.00 IN THE NAME OF KLEOS MINISTRIES, INC. WITH MATURITY OF FEBRUARY 1, 1993.

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, 1993**

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

And said mortgagee 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 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 \$ EU-1. AMOUNT in a company or companies acceptable to the mortgagee, and will

[illegible]

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 determine to be reasonable as the prevailing party's attorney's fees on such appeal, all such sums to be included in the court's decree. Each of the parties hereto, individually and jointly, agrees that the provisions herein contained shall apply to and bind the heirs, executors, administrators and assigns of each of the parties hereto and the parties to the mortgage, respectively. In case suit or action is commenced to foreclose this mortgage, the court may, upon motion of the prevailing party, 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 use S-H Form No. 1319, or equivalent.

KLEOS MINISTRIES

BY: David C. Goeres
DAVID C. GOERES, PRESIDENT

STATE OF OREGON,

County of KLAMATH

This instrument was acknowledged before me on JANUARY 27, 1988

by DAVID C. GOERES

Lynela L. Wezlen
 Notary Public for Oregon
 My commission expires 9-

(SEAL) CLASSIFIED

MORTGAGE

TC

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

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AFTER RECORDING RETURN TO
SOUTH VALLEY STATE BANK
5215 SOUTH SIXTH STREET
KLAMATH FALLS, OR 97603

STATE OF OREGON, } ss.
County of _____ }

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. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgage of said County.

Witness my hand and seal of
County affixed.

NAME _____ TITLE _____
By _____ Deputy _____

EXHIBIT "A"

3046

KLEOS MINISTRIES

IN TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN

IN SECTION 20: Lots 11, 13, 17, 18, 23, 24, 28 and 29, EXCEPTING from Lots 18 and 23 the following described parcel: Beginning at a point on the Southerly bank of Williamson River which lies West a distance of 225 feet and North a distance of 61 feet from the Northeast corner of said Lot 23, said beginning point being the Northeast corner of parcel of land described in Deed Volume 106 page 474, records of Klamath County, Oregon; thence South a distance of 190.03 feet to the Southeast corner of said parcel; thence N. 72°05' W. to a point on the North line of said Lot 23 which is 700 feet East of the Northwest corner of said lot and which said point is the Southwest corner of parcel of land described in Deed Volume 106 page 291, records of Klamath County, Oregon, thence North along the West line of last mentioned parcel, a distance of 210 feet, more or less, to a point on the Southerly bank of Williamson River; thence Easterly along said Southerly bank to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 3rd day
of March A.D., 19 38 at 2:11 o'clock P M., and duly recorded in Vol. M88
of Mortgages on Page 3045
By Evelyn Biehn County Clerk Smith

FEE \$10.00