

to SOUTH VALLEY STATE BANK hereinafter called Mortgagee,
 WITNESSETH, That said mortgagor, in consideration of ONE HUNDRED 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 property situated in KLAMATH County, State of Oregon, bounded and described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" BY THIS REFERENCE MADE A PART HERETO.

OF 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.

Together with all and singular the tenements, hereditaments, rights, liberties, franchises, profits, commons, wastes, and any other things, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any other things, and the 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.

intended to secure the payment of a certain promissory note, described as follows:

PROMISSORY NOTE DATED FEBRUARY 4, 1988 IN THE NAMES OF ARTHUR W. DAVINA, JR. AND MARY DAVINA IN THE AMOUNT OF \$100,000.00 WITH MATURITY OF FEBRUARY 1, 1998.

AND MARY DAVINA IN THE PERSONS OF

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, 1998

represented by the above described note and this mortgage are:

[illegible]

The mortgagor warrants that the proceeds of the loan represented by the above described promissory note and the proceeds of the loan represented by the above described promissory note are for business or commercial purposes. (b) for an individual or (c) for a mortgagor is a natural person) are for business or commercial purposes, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

[illegible]

pay any taxes or charges of any kind which may become a part of the debt secured by this mortgage may be foreclosed for principal, interest and costs made shall be added to and become a part of the debt secured by this mortgage. And this mortgage may be foreclosed for principal, interest and costs any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and costs any time while the mortgagor neglects to repay any sum so paid by the mortgagee.

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, 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, 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. The court may direct in its judgment or decree, and 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 testimony whereof, I, the undersigned, have hereunto set his hand the day and year first above written.

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-N Form No. 1319, or equivalent.

STATE OF OREGON,

County of KLAMATH

This instrument was acknowledged before me on

by ARTHUR W. DAVINA, JR. AND MARY DAVINA

(SEAL)

Notary Public for Oregon
My commission expires .

MORTGAGE

Darina
3543 Old Midland
Akemath Falls, OR 97003
SUSB
5215 S. W. St
Akemath Falls, OR

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK
5215 SOUTH SIXTH STREET
KLAMATH FALLS, OR 97603

STATE OF OREGON,

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 _____

3538

LEGAL DESCRIPTION

82528

82528

3627

All that portion of the SE1/4 SE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, lying North of the right of way of the Great Northern Railway, EXCEPTING THEREFROM that portion lying with Summers Lane or Johns Avenue right of ways, also EXCEPTING THEREFROM that portion conveyed to Klamath County by judgment entered September 26, 1980 in Klamath County Circuit Court Case No. 79-92L.

Tax Account No.: 3909 015D0 01900

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 15th day
of March A.D. 19 88 at 3:55 o'clock P M., and duly recorded in Vol. M88
of Mortgages on Page 3626
Evelyn Biehn, County Clerk
By Pat Smith

FEE \$10.00