91397	Real \$1:398280 Br VOG - VILLING AND Dage
THIS MORTGAGE, Made this	9th day of September , 1988
VELEM A Samuel Stewart Shaw	County situres Mortgage
DITE Daisy May, Shaw	Morrigade of and County and Seat
WITNESSETH, That said mortgage	or, in consideration of
nt, bargain, sell and convey unto said n	nortgagee, his heirs, executors, administrators and assigns, that certain re County, State of Oregon, bounded and described as follows, to-w
situated in Klamath	13th day in the second s
	Midland Tracts, lying east of the Highway, with the County Clerk of Klamath County, Oregon,
save, and, excepting from said	off the North line of that portion of the Lot
28 of said Midland Tracts-1y	and East of the carrier in the accept other
rights of way of record; als	o all that birting between the easterly right
of way line of the Southern line of the State Highway.	Pacific Railroad and the westerly right of way
We beinder Sterest Shaw	12 px
This instrument was acknowledged belore	
Cconry of Klanath	} STATE OF ONECON
T the algoral al the chose Q a separation. Ne the Join of actional algorate organity.	T_{rd}
il executed by a corporation	
Together with all and singular the teneme	nts, hereditaments and appurtenances thereunto belonging or in anywise appertaining a ord, the rents, issues and profits therefrom, and any and all fixtures upon said pre-
L'al most bereptter therein belone of apportant	
This mortgage is intended to secure the	payment of promissory note; of which the following is a substantial copy:
washing and analyzed with to mply with the	Act and Regulation
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egulafian. Z., No margagan MIST somole sub ta	Klamath Falls, ¹ , September 9, 1
.10,000.00	Klamath Falls,, September 9
.10,000.00 Samuel Stewa sverally promise to pay to the order of	Klamath Falls, ¹ , September 9, nrt Shaw after date, I (or if more than one maker) we join Daisy May Shaw
.10,000.00 Samuel Stewa sverally promise to pay to the order of Ten thousand dollars and no/1	Klamath Falls, <u>,</u> September 9, , art Shaw after date, I (or if more than one maker) we join Daisy May Shaw atDOI sDOI
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	Klamath Falls, <u>September 9</u> , <u>A</u> <u>after date</u> , I (or if more than one maker) we join <u>Daisy May Shaw</u> <u>at</u> 100's <u>Dolored Construction</u> <u>annum from</u> <u>September 9, 1988</u> <u>until paid; interest to</u> <u>so paid, all principal and interest, at the option of the holder of this note, to become y be paid at any time. If this note is placed in the hands of an attorney for collection <u>to resy's fees and collection costs</u>, even though no puit or action is tiled hereon; if a <u>attorney's fees shall be tixed by the court or coursely principal the suit or action, inclus</u> <u>Costinue1</u> Stewart Shaw</u>
ID,000.00 Samuel Stewa sverally promise to pay to the order of Ten thousand dollars and no/1 ith interest thereon at the rate of	Klamath Falls, September 9 art Shaw after date, I (or if more than one maker) we join Daisy May Shaw at 100 's
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XXXX Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by Now therefore, if said mortgage shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payments of the note secured hereby; it being agreed that a failure to perform any covenant herein, or its proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgage shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due or any payable, and this mortgage in a be foreclosed at any time thereafter. And it the mortgage shall fail to pay any taxes or charges or any instruction or insurance premium as above provided for or fail to do or perform anything required of him by said first mortgage, the mortgage herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgage, ind escured by this mortgage and any payment so made, fogether with the cost of such performance shall be added to and become a part of the debt secured by this mortgage for breach of covenant. And this mortgage may be foreclosed for principal, interest and all suits paid by the mortgage at any time while the mortgage neglects to irrepay any be foreclosed for principal, interest and all suits paid by the mortgage and any payment so made, fogether with the cost of such performance shall be added to and however, of any right arising to the mortgage for breach of covenant. And this mortgage may be foreclosed for principal, interest and all suits paid by the mortgage at any time while the mortgage neglects to irrepay any sums so paid by the mortgage. In the sevent of any suit or action being instituted to foreclose this mortgage, the losing party agrees to pay all reasonable costs incurred by the prevailing party, all statutory costs and disbursements and such fu party's attorney's less in such suit or action, and its 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 adjudgs reasonable as prevailing party's attorney's tees on such appeal, all such sums to be included in the court's decree.

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 satigns of said mortgage respectively. In case suit or action is commenced to foreclose this mortgage, the Court may, upon motion of the mortgage, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage. In construing this mortgage, it is understood that the mortgage or mortgage may be more than one person; that if the con-text so requires, the singular pronoun shall be taken to mean and include the plural; the masculine, the teminine 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 Ar Hear first above written. muel Stewart Shaw and an inter * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (o) is applicable and if the mortgages is a creditor, as such word is defined in the Truth-In-Lending Act and Regulation Z, the mortgages MUST comply with the Act and Regulation by making required disclosures: for this purpose, use Stevens-Ness Form No. 1319 or equivalent 1: Visionand 10 Society for ballicer () No. 1319 or equivalent 1: Visionand 10 Society for ballicer () Notice sint estimate () construction Together with all and singular the tenencents, frenditsin into and apput tenences thereunds becoding of in survive appertantly, that the may here there is belond or popertain, and the really, issues and profits the fettom, and any and all finitum up to and promises the time of the association of this montage of at any time turing the territor this nonlynte. TO HAFE AND TO HOLD the said premises with the apputanance; und the said montages, int held, eventual them are submore the said matter for the said premises with the apputanance; und the said montages, int held, eventual the said and the said matter for the said premises with the apputanance. HISCU WAY (If executed by a corporation affix corporate seal) Trustee (If the signer of the above is a corpor use the form of acknowledgement oppo STATE OF OREGON ATE OF OREGUN, Control IN Klamath Third Instrument was acknowledge '70 88, by STATE OF OREGON, 3.9. vledged before me on This instrument was acknowledged before me on Samuel Stewarst Shaw Andro 2 Androackeer y recur ded plat, tying bebrear die esterly right of Octory the southern Pacifi's Railroad sud the watering right of way of or the Southern Pacifi's Railroad sud the watering right of way as dhts of way of Notark Englicity Ocean - Chapter Englished Statutes 28 and 29 Midland (SEAL) (S (SEAL) MOBUCACE Mith the County Clear of Midland Tracts, lying east of T county of Midland Tracts, lying east of T county of Klawath with the County Clear of Midland Starts of Midland Starts a strip of Land Starts of Midland Press, as strip of Land Press, as strip MORTGAGE STEVENS NESS LAW PUB. CO. PORTL 13th day of Sept. , 19 88, at Constant assessed Ole and poll 2:18 "o'clock ". P.M., and recorded in mortesdes, his hear, executors, starbook/reel/volume No. M88. ... on page Stant par Samuel Stewart Shaw win (210 Storages use latt to latt 4973, or as fee/file/instrument/microfor in consideration of Tell [10 film/reception No. 91397.] Record of WITNESSETIO, That said mortg Mortgage of said County. Noutebue Daisy May Shaw gisu 10 Witness my hand and seal of County affixed. Molifafci, ph AFTER RECORDING REFURNITO 2021 LHIS MOKICAGE' Made Ins A.T.C. gal of Evelyn Biehn, County Clerk STE NAME TITLE Fee \$13.00 0 2 STON By Alleline Mullendare Deputy PORM No. 925-SECOND MORICAGE-One Pose Lens Form (Irvin-In-Lending Lense)

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