

ON 25460

Vol. 91 Page 2097

THIS MORTGAGE, Made this 31 day of JANUARY, 1991,
by JOSEPH D. SMITH AND CINDY H. SMITH
to SOUTH VALLEY STATE BANK

hereinafter called Mortgagor,

hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FIVE THOUSAND AND 00/100-- (\$5,000.00)
Dollars, to mortgagee paid by said mortgagee, does hereby grant,
bargain, sell and convey unto said mortgagee, mortgagee's heirs, executors, administrators and assigns, that certain
real property situated in KLAMATH County, State of Oregon, bounded and described as follows, to-wit:

SEE REVERSE SIDE FOR LEGAL DESCRIPTION

(IF 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.

To Have and to Hold the said premises with the appurtenances unto the said mortgagee, mortgagee's heirs, executors, administrators
and assigns forever.

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

LOAN NUMBER #204463 TO CINDY H. SMITH AND JOSEPH D. SMITH IN THE AMOUNT OF \$5,000.00
DATED JANUARY 31, 1991 AND MATURING JANUARY 15, 1995

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:
JANUARY 15, 1995 WITH RIGHTS TO RENEWALS AND FUTURE ADVANCES

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

(a) primarily for mortgagor's personal, family or household purposes (see Important Notice below),

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes.

And said mortgagor covenants to and with the mortgagee, mortgagee's heirs, executors, administrators and assigns, that mortgagor 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 mortgagor will pay said note, principal and interest according to the terms thereof; that while
any part of said note remains unpaid mortgagor 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 mortgagor 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 mortgagor
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 \$ FULL AMOUNT, in a company or companies acceptable to the mortgagee, and will
have all policies of insurance on said property made payable to the mortgagee as mortgagee's interest may appear and will deliver all policies of insurance on said
premises to the mortgagee as soon as insured; that mortgagor will keep the building and improvements on said premises in good repair and will not commit or suffer
any waste of said premises. Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note 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 payment
of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said premises or
any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and on this mortgage at once due and payable, time being
of the essence with respect to such payment and/or performance, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to
pay any taxes or charges of any lien, encumbrances or insurance premium as above provided for, the mortgagee may at mortgagee's option do so, and any payment
so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, how-
ever, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee
at any time while the mortgagor neglects to repay any sums 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 the
losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal, 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, administra-
tors and 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, 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
includes the plural, and all grammatical changes shall be made so that this mortgage shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor 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 dis-
closures; for this purpose use S-N Form No. 1319, or equivalent.

STATE OF OREGON,

County of U.C. KLAMATH

SS:

This instrument was acknowledged before me on February 1, 1991,

by JOSEPH D. SMITH AND CINDY H. SMITH

(SEAL)

NOTARY PUBLIC
STATE OF OREGON

Notary Public for Oregon

My commission expires 12-19-92

MORTGAGE

CINDY H. SMITH

JOSEPH D. SMITH

TO

SOUTH VALLEY STATE BANK

No.

AFTER RECORDING RETURN TO
SOUTH VALLEY STATE BANK
801 MAIN ST.
KLAMATH FALLS OR 97601

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON,

County of } SS.

I certify that the within instru-
ment 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

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN KLAMATH COUNTY, OREGON:

A PARCEL OF LAND SITUATED IN THE N1/2S1/2NE1/4SE1/4 OF SECTION 11, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE E1/2SE1/4 (E 1/16 CORNER) OF SAID SECTION 11, THENCE NORTH 00 DEGREES 26'00" WEST (NORTH 00 DEGREES 16' WEST BY DEED VOLUME M74-9088 AS RECORDED IN THE KLAMATH COUNTY DEED RECORDS) 1786.3 FEET; THENCE SOUTH 89 DEGREES 40'10" EAST (SOUTH 89°31' EAST BY SAID DEED VOLUME M74-9088) 150.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 40'10" EAST 85.00 FEET; THENCE SOUTH 00 DEGREES 19'50" WEST 129.99 FEET TO THE SOUTH LINE OF SAID N1/2S1/2NE1/4SE1/4; THENCE NORTH 89 DEGREES 40'10" WEST ALONG SAID LINE, 83.27 FEET; THENCE NORTH 00 DEGREES 26'00" WEST (NORTH 00 DEGREES 16' WEST BY SAID DEED VOLUME M74-9088) 130.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 60 FOOT EASEMENT, FOR INGRESS AND EGRESS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TRUE POINT OF BEGINNING OF THE ABOVE DESCRIBED PARCEL; THENCE SOUTH 89 DEGREES 40'10" EAST 85.00 FEET, THENCE NORTH 00 DEGREES 19'50" EAST 60.00 FEET; THENCE NORTH 89 DEGREES 40'10" WEST 205.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HOMEDALE ROAD; THENCE SOUTH 00 DEGREES 26'00" EAST, ALONG SAID RIGHT OF WAY LINE, 60.00 FEET; THENCE SOUTH 89 DEGREES 40'10" EAST 120 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON SURVEY NO. 1538, AS RECORDED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 4th day of Feb. A.D., 19 91 at 9:10 o'clock AM., and duly recorded in Vol. M91 of Mortgages on Page 2097.

FEE \$13.00

Evelyn Biehn, County Clerk

By Pauline Muelendore