

ON 25628 Vol. m91 Page 2339
 THIS MORTGAGE, Made this 31 day of JANUARY, 1991,
 by PAUL MICHAEL DALEY AND VICTORIA E. DALEY AS TENANTS BY THE ENTIRETY,
 hereinafter called Mortgagor,
 to SOUTH VALLEY STATE BANK,
 hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TWENTY THOUSAND AND NO/100 (\$20,000.00)
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:
 LOT 35, BLOCK 3, TRACT 1120, SECOND ADDITION TO EAST HILLS ESTATES, ACCORDING TO THE
 OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

(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 301289 IN THE AMOUNT OF \$20,000.00 TO PAUL MICHAEL DALEY AND VICTORIA E DALEY
 DATED JANUARY 31, 1991 AND MATURING JANUARY 25, 1996

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 25, 1996 WITH RIGHTS TO RENEWALS AMND 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
 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, it 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; if 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 pay-
 ment 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, adminis-
 trators 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 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 dis-
 closures; for this purpose use S-N Form No. 1319, or equivalent.

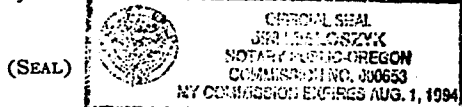
STATE OF OREGON,

County of Klamath } SS:

Paul Michael Daley
 PAUL MICHAEL DALEY
Victoria E. Daley
 VICTORIA E. DALEY

This instrument was acknowledged before me on February 5, 1991,

by Paul Michael Daley & Victoria E. Daley



Jim Mulvaney
 Notary Public for Oregon

My commission expires 8-1-94

MORTGAGE

PAUL MICHAEL DALEY

VICTORIA E. DALEY

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 Klamath } SS.

I certify that the within instru-
 ment was received for record on the
7th day of Feb., 1991,
 at 11:28 o'clock A.M., and recorded
 in book/reel/volume No. M91
 on page 2339 or as fee/file/instrument/
 microfilm/reception No. 25628,
 Record of Mortgage of said County.

Witness my hand and seal of
 County affixed.

Evelyn Biehn, County Clerk
 NAME TITLE

By Pauline Mullendore Deputy

Fee \$8.00

805
 FEB 11 1991