

J. Richard Craven and Lillian Dell Craven, husband and wife

A tract of land situated in the E $\frac{1}{2}$  SE 1/4 of Section 31, Township 40 South, Range 12 East W. M. described as follows:

65-666 Beginning at the SW corner of NE 1/4 SE 1/4 of said Section 31, also the true point of beginning; thence East 280 feet; thence North 20 deg. East 330 feet to the Westerly right of way line of the Poe Valley Market Road; thence Southeasterly to the East line of said Section 31; thence South to the South line of said Section 31; thence West to the Easterly right of way line of the Shasta View Unit No. 4 Canal Northerly and Westerly along said Easterly right of way line to the South boundary of the NE 1/4 NE 1/4; thence West to the true point of beginning.

EXCEPTING THEREFROM any portion lying within the boundaries of the Poe Valley Market Road.

together with all heating apparatus (including firing units), lighting, plumbing, water, heater, venetian blinds, and other fixtures which now are or hereafter may be attached to or used in connection with said premises and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of Three Thousand Two Hundred Fifty and No/100-----

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 36.90 on or before the 15 day of each calendar month

commencing.....September 15.....1965

and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of any payment on one note and part on another, as the mortgagee may elect.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured against loss by fire or other hazards, in such companies as the mortgagee may direct, in an amount not less than the face of this mortgage, with loss payable first to the mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the mortgagee. The mortgagor hereby assigns to the mortgagee all rights in all policies of insurance carried by said mortgagor and the loss company on the property insured, the mortgagor hereby authorizing the mortgagee as its agent to settle and adjust such loss or damage and apply the proceeds or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right of the mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now on or hereafter erected upon said premises shall be kept in good repair, not altered, extended, removed or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind levied or assessed against said premises, or upon this mortgage or the notes secured hereby, and to secure the same by payment to the mortgagee of the full amount thereof, and to be bound to the lien of this mortgage or which becomes a prior lien by operation of law; and to pay premiums on any life insurance policy which may be assigned as further security to mortgagee; that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the principal of the mortgage is unpaid, the mortgagor will pay to the mortgagee on the date installment principal and interest are payable an amount equal to 1/12 of said yearly charges.

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagees may perform them, without waiving any other right or remedy herein given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the cost of searching records and abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and neuter genders; and in the singular shall include the plural; and in the plural shall include the singular.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon, this 28th day of May, 1965

STATE OF OREGON } ss  
County of Klamath: }

THIS CERTIFIES, that on this 19th day of August,

A. D. 1911, <sup>65</sup> before me, the undersigned, a Notary Public for said state personally appeared the within named

J: Richard Craven xxxxxx xxx xx H/Goverxx husband and wife xx

to me known, to be the identical person ..... described in and who executed the within instrument and acknowledged to me that ..... he  
executed the same freely and voluntarily for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Wilson C. Bricker  
Notary Public for the State of Oregon  
Residing at Klamath Falls, Oregon.  
My commission expires: 10-29-67

29

STATE OF OKLAHOMA  
County of Washington } ss.

1138

Before me, Imogene Williamson, a Notary Public in and for said county and state, on this 23 day of June, 1965, personally appeared Lillian Dell Craven, to me known to be one of the persons who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.



Imogene Williamson  
Notary Public for

My comm. exp. Nov. 15, 1968

MORTGAGE

Mortgages

-To-

FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF  
KLAMATH FALLS  
Klamath Falls, Oregon

Mortgages

STATE OF OREGON } ss  
County of Klamath

Filed for record at the request of mortgage on

August 23, 1965

at 30 minutes past 4 o'clock P. M.

and recorded in Vol. N-65 of Mortgages.

page 1137 Records of said County

Dorothy Rogers  
County Clerk

By Paul M. Hill  
Deputy,  
Fee 3.00

Mail to  
FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF KLAMATH FALLS  
Klamath Falls, Oregon