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9-11-65 1776

THIS MORTGAGE, Made this 13th day of September, 1965,
by Albert R. Klepper and Carol J. Klepper, husband and wife,
to Clara Jane Howard, a single woman,

Mortgagor,

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of - - - One Thousand and 00/100
Dollars, to him paid by said mortgagee, does hereby
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
tain real property situated in Klamath County, State of Oregon, bounded and described as
follows, to-wit:

A tract of land situated in Section 27, Township 39 South, Range 8, E. W. M., Klamath
County, Oregon, more particularly described as follows:

Beginning at intersection of the Southeasterly right of way boundary of the Klamath
Falls-Ashland Highway (Oregon 66) and the Southerly boundary of that tract of real
property recorded in Volume 44, page 270 of Deed Records of Klamath County, Oregon,
described therein as being a portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 27, Twp. 39
South, Range 8 E. W. M., said point bears East 516.6 feet and South 31.2 feet from
the quarter section corner common to Sections 22 and 27, Township, Range and Meridian
aforesaid; thence S. 48°08' W. along the Southeasterly right of way boundary of afore-
said highway a distance of 150.0 feet; thence S. 34°41'43" E., parallel with the
aforesaid Southerly boundary of that tract of land recorded in Volume 44, page 270
of Deed Records of Klamath County, Oregon; a distance of 292.7 feet; thence N. 48°08'
E., parallel with the Southeasterly right of way boundary of aforesaid highway a
distance of 150.0 feet to the Southerly boundary of that tract of land above mentioned;
thence N. 34°41'43" W. along same, a distance of 292.7 feet, more or less, to the
point of beginning.

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, his
heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of one promissory note, of which the
following is a substantial copy:

\$ 1,000.00 Klamath Falls, Oregon September 13, 1965
For value received I promise to pay to Clara Jane Howard
- - - One Thousand and 00/100 - - - or order, at Klamath Falls, Oregon Dollars,
in lawful money of the United States of America, with interest thereon, in like lawful money at the rate of
six per cent per annum from September 13, 1965 until paid, payable in
installments, at the dates and in amounts as follows: Not less than \$150.00 on the 1st day
of December, 1965, and not less than \$150.00 on the 1st day of each March, June,
September and December thereafter, said installments
including the full amount
of interest due on this note at time of payment of each installment, until the whole sum, principal and interest,
has been paid; if any of said installments are not so paid, the whole sum of both principal and interest to be-
come immediately due and collectible at the option of the holder of this note. And in case suit or action is
instituted to collect this note or any portion thereof, I promise to pay such additional
sum as the Court may adjudge reasonable as attorney's fees in such suit or action.
Due , 19
At
No. Albert R. Klepper
Carol J. Klepper

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he 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 he will pay said note(s), principal and interest, according
to the terms thereof; that while any part of said note(s) remains unpaid he 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(s) above described, when due and
payable and before the same may become delinquent; that he 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 he 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 in the
sum of \$insurable value such company or companies as the mortgagee may designate, and will have all policies of insur-
ance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said
premises to the mortgagee as soon as insured; that he will keep the buildings and improvements on said premises in good repair
and will not commit or suffer any waste of said premises.

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Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) 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(s); it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note(s) or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his 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(s) without waiver, however, 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 mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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 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 WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

Executed in the presence of

Albert R. Klepper (SEAL)
Carol J. Klepper (SEAL)
 _____ (SEAL)
 _____ (SEAL)

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON, } ss.
 County of Klamath

I certify that the within instrument was received for record on the 20 day of Sept., 1965, at 9:17 A. o'clock A. M., and recorded in book N-65 on page 1776, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Donatay Rogers
 County Clerk—Recorder.

By *William M. Brantley*
 Fee 3.00 Deputy.
 STEVENESS LAW FIRM, P.C., PORTLAND

Return to
Almon, Harris & Elder
101 Taylor Bldg
Klamath Falls, Oregon

STATE OF OREGON, } ss.

County of Klamath

BE IT REMEMBERED, That on this 20th day of September, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Albert R. Klepper and Carol J. Klepper, husband and wife,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

William M. Brantley
 Notary Public for Oregon.

My Commission expires March 3, 1968

