

542

Feb 11-65 1918

MORTGAGE

THIS INDENTURE, Made this 1st day of July, 1965, between CRUM INVESTMENT CO., an Oregon corporation, and C F S CORP., an Oregon corporation, as Mortgagors, and VIRGINIA C. KISSLING, a single woman, RAY C. HANSEN and HELEN J. HANSEN, husband and wife, and WILLIAM M. HEAMAN and MILDRED L. HEAMAN, husband and wife, as Mortgagees;

W I T N E S S E T H:

That the said Mortgagors, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) paid by the said Mortgagees to the Mortgagors, do hereby grant, bargain, sell and convey unto the said Mortgagees and assigns those certain premises situated in the County of Klamath and State of Oregon, and described as follows:

Lots 3A, 3B, 4A and 4B in Block 4 of RAILROAD ADDITION to the City of Klamath Falls, Oregon, according to the supplemental plat thereof on file in Klamath County, Oregon.

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 Mortgagees and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500) to VIRGINIA C. KISSLING in accordance with the terms of a certain promissory note of which the following is substantially a copy, to-wit:

1. Mortgage

10

\$2,500.00

Portland, Oregon, July 1, 1965.

Two years after date, the undersigned corporation promises to pay to the order of VIRGINIA C. KISSLING at Portland, Oregon, Two Thousand Five Hundred and No/100 DOLLARS, with interest thereon at the rate of 4% percent per annum from July 1, 1965, until paid. Interest to be paid at maturity and if not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the holder's reasonable collection costs, including attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such attorney's fees shall be fixed by the court.

CRUM INVESTMENT CO.

C F S CORP.

By /s/ Stephen Emery  
President

By /s/ John Selling  
President

and to secure the payment of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500) to RAY C. HANSEN and HELEN J. HANSEN, husband and wife, and WILLIAM M. HEAMAN and MILDRED L. HEAMAN, husband and wife, in accordance with the terms of a certain promissory note of which the following is substantially a copy, to-wit:

\$2,500.00

Portland, Oregon, July 1, 1965.

Two years after date, the undersigned corporation promises to pay to the order of RAY C. HANSEN & HELEN J. HANSEN and WILLIAM M. HEAMAN & MILDRED L. HEAMAN, at Portland, Oregon, Two Thousand Five Hundred and No/100 DOLLARS, with interest thereon at the rate of 4% percent per annum from July 1, 1965, until paid. Interest to be paid at maturity and if not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the holder's reasonable collection costs, including attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such attorney's fees shall be fixed by the court.

CRUM INVESTMENT CO.

C F S CORP.

By /s/ Stephen Emery  
President

By /s/ John Selling  
President

THIS INDENTURE is further conditioned upon the faithful observance by the Mortgagors of the following covenants hereby expressly entered into by the Mortgagors, to-wit:

That Mortgagors are lawfully seized of said premises and

2. Mortgage //

1920  
now have a valid and unincumbered fee simple title thereto, except a mortgage between Portland Trust Bank, et al, to Standard Insurance Company recorded on page 119, Book 170 of Mortgages, and a chattel mortgage recorded on page 42, Book 53 of Chattel Mortgages, and that said mortgage and chattel mortgage are prior in point of time and superior to this mortgage, and that Mortgagors will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That Mortgagors will pay the said promissory notes and all installments of interest thereon promptly as the same become due, according to the tenor of said notes;

That in addition to the payment of said promissory notes, the Mortgagors agree to pay the following obligations owed by the Mortgagees and which the Mortgagors assume and agree to pay:

Ken Bricco	\$ 105.08
L. B. MacNab	36.00
Associated Oil	453.35
Oregon Water Corp.	25.60
Klamath Disposal	27.00
Pacific Northwest Bell	31.67
Refund of insurance premium	141.08
Personal property taxes	203.80

That so long as this Mortgage shall remain in force, Mortgagors will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That Mortgagors will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;

12  
3. Mortgage

1521

That so long as this mortgage shall remain in force Mortgagors will keep the buildings now erected, or any which may hereafter be erected on said premises, insured against loss or damage by fire to the extent of \$25,000.00 and endorsed so as to be payable to Mortgagees as their interest may appear, and will deliver a copy of the policy to said Mortgagees.

NOW, THEREFORE, if the said Mortgagors shall pay said promissory notes, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory notes in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said notes or this mortgage, or in the first mortgage on said property in favor of the Standard Insurance Company, when the same shall become due or payable, or to perform any agreement contained in said mortgages, shall give to the Mortgagees the option to declare the whole amount due on said notes, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said Mortgagors shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the Mortgagees shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting

all proper charges and expenses attending the execution of such trust.

In the event of any suit or action being instituted to foreclose this mortgage, the Mortgagors agree to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the Mortgagees for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

IN WITNESS WHEREOF, CRUM INVESTMENT CO., an Oregon corporation, and C F S CORP., an Oregon corporation, each pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of September, 1965.

CRUM INVESTMENT CO., an Oregon corporation

By Stephen Emery, Inc.  
President

C F S CORP., an Oregon corporation

By John Selling  
President

STATE OF OREGON }  
County of Multnomah } ss.

On this 20th day of September, 1965, before me appeared STEPHEN EMERY and JOHN SELLING, both to me personally known, who being duly sworn, did say that he, the said STEPHEN EMERY, is the President of CRUM INVESTMENT CO., and he, the said JOHN SELLING, is the President of C F S CORP., the within named corporations, and that the seals affixed to said instrument are the corporate seals of said corporations and that the said instrument was signed and sealed in behalf of said corporations by authority of their Boards of Directors, and STEPHEN EMERY and JOHN SELLING acknowledged said instrument to be the free act and deed of said corporations.

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

W. H. Brady  
Notary Public for Oregon

My Commission Expires: 3-6-66

5. Mortgage

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Morris, Peggs & Simpson  
this 23 day of Sept. A. D. 19 65 at 11:02 o'clock A M., and  
duly recorded in Vol. M-65, of Mortgages on Page 1918  
DOROTHY ROGERS, County Clerk

Fee \$7.50

By James H. Hester