

THIS MORTGAGE, Made this February day of February, 1966,  
by Delmar N. Anning and Mary E. Anning, Husband and Wife. Mortgagor,  
to Moty Bros. Inc., an Oregon Corporation Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Five Thousand (\$5000.00)  
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:

Lots 2, 3, 4, 5, 6, 7 and 8 in Block 4 of  
CANAL ADDITION to the City of Klamath  
Falls, Oregon, according to the official re-  
cords thereof on file in Klamath County, Oregon.

This mortgage is a second mortgage subject to a first mortgage executed  
by Delmar N. Anning and Mary E. Anning, husband and wife, in favor of  
First Federal Savings and Loan Association of Klamath Falls, in the amount  
of \$45,000.00, on the 17th day of February, 1966, and recorded  
in Volume M66 Page 1363 of the Mortgage Record of 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 mortgagee, his  
heirs, executors, administrators and assigns forever.

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

\$ 5,000.00 Klamath Falls, Oregon, February, 19 66/  
Five years after date, each of the undersigned promises to pay to the order of  
MOTY BROS. INC., an Oregon Corporation  
at Klamath Falls, Oregon  
Five Thousand and no/100 DOLLARS,  
with interest thereon at the rate of 6 percent per annum from date until paid. Interest to  
be paid annually, and if not so paid, the whole sum of both principal and interest to become im-  
mediately 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, each of the undersigned promises and agrees to pay holder's reasonable collection costs, in-  
cluding 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.  
The undersigned further agrees if any s/s Delmar N. Anning  
appeal is taken from any decision of the s/s Mary E. Anning  
trial court, to pay such further sum as  
may be fixed by the appellate court as the holders reasonable attorney's fees thereon.  
No.

FORM No. 216—NOTE. SA

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

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

Subject to taxes for the fiscal year 1965-66

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 \$..... in 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.

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

*Delmar N. Anning* (SEAL)  
*Mary E. Anning* (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

# MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,  
 County of Klamath ss.

I certify that the within instrument was received for record on the 21 day of Feb., 1966, at 3:37 o'clock P. M., and recorded in book M-66 on page 1158, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk-Recorder.

By *James J. Stulwell* Deputy.

Feb 23 1966 STEVENS-NEES LAW PUB. CO., PORTLAND

*James J. Stulwell & Co.*

519 Main St.

City.

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 17 day of February, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Delmar N. Anning and Mary E. Anning

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.

*Alfred M. Mahne*  
 Notary Public for Oregon.

My Commission expires 11-18-66