

4329

1703

THIS INDENTURE, Made this 28 day of February, 1966,  
between RICHARD C. BEESLEY and RUTH I. BEESLEY, husband and wife, ---

as mortgagor S, and KELLEY L. LAZARUS, a single man, ----

as mortgagee, ---

WITNESSETH, That the said mortgagor S. for and in consideration of the sum of THIRTEEN  
THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars (\$ 13,500.00) to them  
paid by the said mortgagee, do es hereby grant, bargain, sell and convey unto the said mortgagee and  
assigns those certain premises situated in the County of Klamath, and State of  
Oregon, and described as follows:

The West 30 feet of North 40 feet of Lot 2, Block 23, in the  
ORIGINAL TOWN OF KLAMATH FALLS, Oregon, being further described as  
follows: Beginning at the Northwest corner of Lot 2, Block 23, in  
ORIGINAL TOWN OF KLAMATH FALLS, Oregon; thence South and parallel with  
Cedar Street 40 feet; thence East and parallel with Main Street 30 feet;  
thence North parallel with Cedar Street 40 feet; thence West parallel  
with Main Street, 30 feet to the point of beginning.

A portion of Lot 2, Block 23, ORIGINAL TOWN OF LINKVILLE, now the  
City of Klamath Falls, Oregon, bounded and described as follows: Begin-  
ning on the North line of Main Street at a point 35 feet East from the  
Southwest corner of said Lot 2; thence North and parallel with West line  
of said Lot, 80 feet; thence West and parallel with Main Street, 5 feet;  
thence North and parallel to said West line of said Lot, 40 feet to the  
North line of said Lot 2; thence East along said North line 10 feet;  
thence South and parallel to the West line of said Lot, 120 feet to the  
North line of Main Street; thence West along said line of Main Street,  
5 feet to the point of beginning.

Beginning at the Southwest corner of Lot 2, Block 23, TOWN OF  
LINKVILLE, now the City of Klamath Falls, Oregon; thence Northwest along  
the West line of said Lot 2, 80 feet; thence Northeast parallel with  
Main Street, 35 feet; thence Southeast parallel with the West line of  
said Lot, 80 feet to the North line of Main Street; thence Southwest  
along the North line of Main Street, 35 feet to the point of beginning;  
being a part of said Lot 2 of Block 23.

ALSO, the East one-half of vacated Cedar Street adjacent to the  
above described property.

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 and his  
assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars

(\$13,500.00) in accordance with the terms of a certain promissory note of which the following is substantially a copy to-wit:

\$ 13,500.00 February 25, 19 66

For value received we promise to pay to the order of  
 KELLEY L. LAZARUS ----- at Klamath Falls, Oregon  
 THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 ----- DOLLARS

in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 5 per cent. per annum from date hereof until paid, payable in semi-annual installments of not less than \$ 100.00 in any one payment, plus the full amount of interest due on this note at time of payment of each installment. The first payment to be made on the 1st day of July 19 66 and a like payment on the 1st day of January, 1967 and thereafter, 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 become immediately due and collectible at the option of the holder of this note. In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

Due -----, 19 -----  
 At -----  
 No. -----

/s/ Richard C. Beasley  
 /s/ Ruth I. Beasley

This indenture is further conditioned upon the faithful observance by the mortgagor S. of the following covenants hereby expressly entered into by the mortgagor S., to-wit:

That they are lawfully seized of said premises, and now have a valid and unincumbered fee simple title thereto,

and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

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

That so long as this mortgage shall remain in force they 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 they 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. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

That so long as this mortgage shall remain in force they will keep the buildings now erected, or any which may hereafter be erected on said premises insured against loss or damage by fire, with ex-

tended coverage, to the extent of \$ \_\_\_\_\_ insurable value \_\_\_\_\_ in some company or companies acceptable to said mortgagee \_\_\_\_\_ and for the benefit of said mortgagee \_\_\_\_\_, and will deliver all the policies and renewals thereof to said mortgagee \_\_\_\_\_.

NOW, THEREFORE, if the said mortgagor S. \_\_\_\_\_ shall pay said promissory note \_\_\_\_\_, and shall fully satisfy and comply with the covenants herein before 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 note \_\_\_\_\_ 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 note \_\_\_\_\_ or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee \_\_\_\_\_ the option to declare the whole amount due on said note \_\_\_\_\_, 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 mortgagor \_\_\_\_\_ shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee \_\_\_\_\_ 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 of the receivership.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees 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, 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, together with the reasonable costs incurred by the mortgagee 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, the said mortgagor S. \_\_\_\_\_ has hereunto set \_\_\_\_\_ their \_\_\_\_\_ hand S. \_\_\_\_\_ and seal S. \_\_\_\_\_ the day and year first above written.

*Robert C. Bessley* (SEAL)  
*Speth J. Bessley* (SEAL)  
 \_\_\_\_\_ (SEAL)  
 32 \_\_\_\_\_ (SEAL)

STATE OF OREGON,

County of Klamath

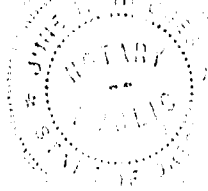
ss.

1704

BE IT REMEMBERED, That on this 28 day of February, 1966,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named RICHARD C. BEESLEY and RUTH I. BEESLEY, 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.



*[Signature]*  
Notary Public for Oregon.  
My Commission expires 1-10-70

# MORTGAGE

(FORM No. 8)

TO

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instru-  
ment was received for record on the  
1 day of March,  
1966, at 3:54 o'clock P. M.,  
and recorded in book 1701 on  
page 1701, Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

Dorothy Rogers

County Clerk-Recorder.

By *[Signature]* Deputy.  
Fee \$5.00

6510 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

*[Signature]*  
520 1/2