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65-1657

THIS INDENTURE, Made this 28th day of February, 1966,
between CARRIE B. WEISER, Guardian of the estate of Catherine, Carol,
Raleigh and Rodney Weiser, Minors,

as mortgagor, and ROBERT B. ERNST and LORINE E. ERNST, husband and wife,

as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of Six
Thousand Two Hundred and No/100----- Dollars (\$ 6,200.00) to her
paid by the said mortgagee, does 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 Westerly 45 feet of Lot 5, Block 6, EWAUNA HEIGHTS ADDITION to the
City of Klamath Falls, Klamath County, Oregon.

SUBJECT TO: Easements and rights of way of record, and those apparent
on the land.

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
assigns forever.

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THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Six
Thousand Two Hundred And No/100 Dollars
(\$ 6,200.00) in accordance with the terms of that certain promissory note of which the

following is substantially a copy, to-wit:

\$6,200.00

Klamath Falls, Oregon, February , 1966

Each of the undersigned promises to pay to the order of ROBERT B. ERNST and LORINE E. ERNST, husband & wife, at First Federal Savings & Loan Assn., Six Thousand Two Hundred And No/100-----DOLLARS, with interest thereon at the rate of 6 percent per annum from date hereof until paid, payable in monthly installments of not less than \$100.00 in any one payment; interest shall be paid monthly and is included in the minimum payments above required; the first payment to be made on the 1st day of April, 1966, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is 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 any attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court. /s/ CARRIE B. WEISER, Guardian of the estate of CATHERINE, CAROL, RAWLEIGH & RODNEY WEISER, This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-wit:

That she lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto,

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

That she 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 she 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 she 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 she 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 mortgagees, and for the benefit of said mortgagees, and will deliver all the policies and renewals thereof to said mortgagees.

NOW, THEREFORE, if the said mortgagor..... shall pay said promissory note....., 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 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 mortgagees... 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 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 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..... ha.S. hereunto set..... her..... hand..... and seal..... the day and year first above written.

Carrie B. Weiser (SEAL)
Carrie B. Weiser, guardian of the
estate of CATHERINE, CAROL, (SEAL)
RALEIGH & RODNEY WEISER, Minors
(SEAL)
9..... (SEAL)

STATE OF OREGON,

County of Klamath

ss.

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BE IT REMEMBERED, That on this 28th day of February, 19 66, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CARRIE B. WEISER, guardian of the estate of CATHERINE, CAROL, RALEIGH & RODNEY WEISER, Minors, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

Mildred C. Curry

Notary Public for Oregon.

My Commission expires 2-13-70.

MORTGAGE

(FORM No. 8)

TO

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 4th day of March, 19 66, at 10:32 o'clock A.M., and recorded in Book N-86 on page 1814, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk-Recorder.

By

James H. Hall

Fee \$6.00

Deputy.

8310 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.