

SC

5697 var M-66 3588
 SECOND
 THIS MORTGAGE, Made this 21st day of April, 1966,
 by Ronald W. Morris and Sandra D. Morris, husband and wife,

hereinafter called Mortgagor,
 to Norman F. Rexford and Maureen Rexford, husband and wife,
 hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Ten and 00/100 (\$5.00) * * *
 * * * * * Dollars, to him paid by said mortgagee, does hereby grant,
 bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real prop-
 erty situated in _____ County, State of Oregon, bounded and described as follows, to-wit:

Lot 6, Block 2 and the Easterly 30.5 feet of Lot 7,

Block 2, LENNOX ADDITION, 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 certain promissory note, described as follows: Principal
 of \$1,661.59 with monthly installment payments of \$20.00 each month
 commencing May 10, 1966, including interest at the rate of 4% per
 annum from May 10, 1967, until paid.

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 except First Mortgage held by First Federal

Savings and Loan Association, 540 Main Street, Klamath Falls, Oregon in

the sum of \$4,192.30:

and the said mortgagor covenants to defend the same against all persons; that he will pay said note, principal and interest according to the terms thereof; that while
 any part of said note 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 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 insurance 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 issued; that he will keep the building and improve-
 ments on said premises in good repair and will not commit or suffer any waste of said premises. Now, therefore, it said mortgagor shall keep and perform
 the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mort-
 gage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if pro-
 ceedings 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 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 of any lien, encumbrances 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 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 mortgagee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal,
 all such 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 con-
 tained 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 prem-
 ises 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.

Ronald W. Morris (SEAL)

Sandra D. Morris (SEAL)

STATE OF OREGON,
 County of Klamath ss.

On this 21st day of April, 1966,

before me, the undersigned, a Notary Public in and said County and State, personally appeared the within named
 Ronald W. Morris and Sandra D. Morris, husband and wife,

known to me to be the identical individuals 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.

Notary Public for Oregon.
 My Commission expires 4/12/69

MORTGAGE

STATE OF OREGON,

County of Klamath ss.

I certify that the within instru-
 ment was received for record on the
 21st day of April, 1966,
 at 11:40 o'clock A.M., and recorded
 in book M-66 on page 3588.
 Record of Mortgages of said County.

Witness my hand and seal of
 County affixed.

County Clerk-Recorder.

By Carolyn General Deputy.

DOCKET NO.

TO

(DON'T USE THIS
 SPACE; RESERVED
 FOR RECORDING
 LABEL IN COUN-
 TIES WHERE
 USED.)

AFTER RECORDING RETURN TO

Norman F. Rexford
 Will call