

KM

THIS MORTGAGE, Made this 31st day of March, 19 66,
 by RICHARD C. BEESLEY and RUTH I. BEESLEY, husband and wife, -----
 Mortgagor,
 to KELLEY L. LAZARUS, a single man, -----
 Mortgagee,

WITNESSETH, That said mortgagor, in consideration of SIX THOUSAND AND NO/100
 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:

Lot 3, Block 23, and the East 1/2 of vacated Cedar Street
 adjoining on the West, ORIGINAL TOWN, Klamath County, Oregon.
 (commonly known as 40 Pine Street, Klamath Falls, 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:

\$ 6,000.00 Klamath Falls, Oregon March 31, 19 66
 Each of the undersigned promises to pay to the order of Kelley L. Lazarus -----
 at Klamath Falls, Oregon
 SIX THOUSAND AND NO/100 ----- DOLLARS.
 with interest thereon at the rate of six percent per annum from April 1, 1966 until paid, payable in
 semi-annual installments, at the dates and in amounts as follows: \$300.00 on the 1st day of July,
 1966; \$300.00 on the 1st day of January, 1967; and a like payment on the
 1st day of July and the 1st day of January each year thereafter until
 principal amount together with interest has been paid in full;

interest shall be paid semi-annually and ~~the~~ the payments above required, which shall continue until this note,
 principal and interest, is fully 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 an 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 ap-
 pellate court.

/s/ Richard C. Beesley

No.

/s/ Ruth I. Beesley

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 -----

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 notes(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 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 mortgagee for title reports and title search, 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

Richard C. Beesley (SEAL)
Ruth I. Beesley (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 13 day of July, 1966, at 1:10 o'clock P.M., and recorded in book 66 on page 271, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By *Jane M. Hart* Deputy
 County Clerk-Recorder.
 STEPHENSON LAW FIRM, P.C., PORTLAND

Richard C. Beesley
Ruth I. Beesley

STATE OF OREGON,

County of

Klamath

ss.

BE IT REMEMBERED, That on this 7th day of July, 19 66, 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.

Jane M. Hart
 Notary Public for Oregon.
 My Commission expires 1/10/70