

IN

b6-813

THIS INDENTURE, Made this 27th day of July, 1966,

between OSWALD N. NELSEN and MYRTLE C. NELSEN, husband and wife,

as mortgagors, and CECILE VAN IDERSTINE, a widow,

as mortgagee,

WITNESSETH, That the said mortgagors for and in consideration of the sum of

Six Thousand and no/100 - - - - - Dollars (\$6,000.00) to them

paid by the said mortgagee, do 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:

Parcel 1: Lots 1, 2, 3, and 4 of Block 2, and Lots 1, 2, 3, 4, 5, 6, 7, and 8 of Block 3 of HESSIG ADDITION to Fort Klamath, SAVING AND EXCEPTING the following: That portion of said Blocks deeded to the State of Oregon by deed recorded in Book 101, at page 109, Deed Records of Klamath County, Oregon, as follows:

All that portion of Lots 1 and 2 of Block 2 and Lots 1, 2, 3, and 4 of Block 3, HESSIG ADDITION to Fort Klamath, Oregon, within 50 feet of the center line of the Crater Lake Highway as the same has been surveyed and staked out on the ground, said area described being the Northerly 20 feet of said Lots 1 and 2, Block 2, and Lots 1, 2, 3, and 4, Block 3 of said Addition and being 330 feet in East and West length along and parallel to the center line of said highway; and ALSO SAVING AND EXCEPTING that portion of Lots 2 and 3 of Block 2 of said Addition heretofore deeded to Earl B. Thorpe and Maude M. Thorpe, husband and wife, by deed dated March 8, 1947, recorded March 24, 1947 in Book 204 at page 65, Deed Records of Klamath County, Oregon, as follows: to-wit: The East 50 feet of Lots 2 and 3 in Block 2 of HESSIG ADDITION to the Town of Fort Klamath, Klamath County, Oregon.

Parcel 2: That portion of vacated Fifth Street, and of vacated Pine Street, all according to the duly recorded Plat of HESSIG ADDITION to Fort Klamath, which attaches to Parcel 1 by operation of law, per Order of Vacation of the County Court of the State of Oregon, for the County of Klamath as recorded in Book 214 at page 468, Deed Records of Klamath County, Oregon.

SUBJECT To reservations and restrictions of record and 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.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
 Six Thousand and no/100 - - - - - Dollars
 (\$ 6,000.00) in accordance with the terms of one certain promissory note of which the
 following is substantially a copy, to-wit:

\$ 6,000.00 Klamath Falls, Oregon, 19 66.
 Each of the undersigned promises to pay to the order of Cecile M. Van Iderstine, a widow,
 at
 Six Thousand and no/100 - - - - - DOLLARS,
 with interest thereon at the rate of 5 percent per annum from date until paid, payable
 in annual installments of not less than \$ 1,000.00 in any one payment; interest shall be paid
 monthly and in addition to the minimum payments above required; the first payment to be made
 on the 29th day of August 19 66, and a like payment on the same day of
 year thereafter, until the whole sum, principal and interest has been paid; if any of said install-
 ments 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 under-
 signed 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 ap-
 peal 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.
 Due 19 /s/ OSWALD N. NELSEN
 At /s/ MYRTLE C. NELSEN
 No.
 * Strike words not applicable.

FORM No. 217—INSTALLMENT NOTE (Oregon UCC) SC

STEVENS PRESS LAM PUB CO PORTLAND

This indenture is further conditioned upon the faithful observance by the mortgagors of the fol-
 lowing covenants hereby expressly entered into by the mortgagors, 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 per-
 sons 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;

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 damaged by fire to the
 full insurable value extent of \$ 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 mortgagors... 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 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 mortgagors... 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 attending the execution of such trust.

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 such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seal S. the day and year first above written.

Executed in the presence of

C. Oswald N. Nelson (SEAL)
 Myrtle C. Nelson (SEAL)
 (SEAL)
 (SEAL)

7669

STATE OF OREGON,

County of Klamath.

ss.

BE IT REMEMBERED, That on this 29th day of July, 19 56,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named OSWALD N. NELSEN and MYRTLE C. NELSEN, 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.

Robert A. Swickert

Notary Public for Oregon.

My Commission expires 1/11/67.

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
29th day of July
19 56, at 11:47 o'clock P. M.,
and recorded in book N-66 on
page 7886, Record of Mortgages
of said County.

Witness my hand and seal of
County affixed.

Dorothy Rogers

County Clerk-Recorder.

By

Stewart & Co.

Deputy.

\$6.00 pd.

STEVEN-NESE LAW PUB. CO., PORTLAND

Proctor & Fuchett

Klamath Falls, Oregon