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## THE MORTGAGOR

SIXTH STREET AUTO WRECKING CO., A CO-PARTNERSHIP CONSISTING OF

W. BADOREK, (ALSO KNOWN AS WILLIAM A. BADOREK) AND WALTER C. BADOREK

hereby mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, a Federal Corporation, hereinafter called "Mortgagee," the following described real property, situated in Klamath County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits thereof, to-wit:

Parcel 1: Lots 20, 21, 22, 23, 24, 25, 26, 32, and 33 in Block 4 of Sixth Street Addition in Klamath County, Oregon, according to the official plat thereof.

Part of Lot 30, Block 4, Sixth Street Addition in Klamath County, Oregon, according to the official plat thereof, described as follows:

Beginning at the Northwest corner of Lot 30, Block 4, Sixth Street Addition; thence southeasterly along alley parallel to 6th Street a distance of 11.71 feet; thence Southwest at right angles to alley 17.25 feet to the westerly line of Lot 30; thence northerly along west line of Lot 30, 20.86 feet to point of beginning, being a portion of Lot 30 Block 4 Sixth Street Addition.

Continued on back.

together with all heating apparatus (including firing units), lighting, plumbing, water, heater, venetian blinds, and other fixtures which now are or hereafter may be attached to or used in connection with said premises and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of

THIRTY THOUSAND DOLLARS AND NO/100THS.

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 228.50 on or before the 15th day of each calendar month

commencing December 15, 1966.

and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of any payment on one note and part on another, as the mortgagee may elect.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured against loss by fire or other hazards, in such companies as the mortgagee may direct, in an amount not less than the face of this mortgage, with loss payable first to the mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the mortgagor. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance carried upon said property and in case of loss or damage to the property insured, the mortgagor hereby appoints the mortgagee as his agent to settle and adjust such loss or damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right of the mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now on or hereafter erected upon said premises shall be kept in good repair, not altered, extended, removed or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind levied or assessed against said premises, or upon this mortgage or the note and/or the indebtedness which it secures or any transactions in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or which becomes a prior lien by operation of law, and to pay premiums on any life insurance policy which may be assigned as further security to mortgagee, that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of said yearly charges.

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any other right or remedy herein given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the cost of searching records and abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and neuter genders; and in the singular shall include the plural; and in the plural shall include the singular.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon, this

16th day of August, 1966.

SIXTH STREET AUTO WRECKING CO., A CO-PARTNERSHIP  
CONSISTING OF W. BADOREK, (ALSO KNOWN AS WILLIAM  
A. BADOREK) AND WALTER C. BADOREK

PARTNER

PARTNER

State of Oregon,  
County of Klamath ss

On this 16th day of August, 1966, before me Van S. Morrison, the undersigned officer, personally appeared W. Badorek, (also known as William A. Badorek) and Walter C. Badorek, who acknowledged themselves to be members of Sixth Street Auto Wrecking Co., a co-partnership, and that they as such co-partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as co-partners.

In witness Whereof, hereunto set my hand and official seal,

Notary Public for The State of Oregon  
Residing at Klamath Falls, Oregon  
My commission expires: 1/10/67



Part of Lot 30, Block 4, Sixth Street Addition in Klamath County, Oregon, described as follows: Beginning at the northwest corner of Lot 30, Block 4, Sixth Street Addition; thence southeasterly along the northeasterly line of said lot 11.71 feet to the true point of beginning; thence continuing southeasterly along said lot line 33.28 feet; thence south  $34^{\circ}07'1\frac{1}{2}"$  west 17.25 feet to the south line of said lot; thence westerly along the south line of said lot to its intersection with the southeasterly line of Lot 31, Block 4, Sixth Street Addition; thence north  $34^{\circ}07'1\frac{1}{2}"$  east 17.25 feet to the point of beginning.

All that portion of Lot 31, Block 4, Sixth Street Addition in Klamath County, Oregon, except that part conveyed to Alfred D. Collier and V. E. O'Neill by deed dated December 9, 1937, recorded December 14, 1937, in Volume 113, at page 347, records of Klamath County, Oregon, described as follows: Beginning at a point in line marking the southwesterly boundary of said Lot 31, 55 feet southeasterly from most westerly corner of said Lot 31; thence at right angles to center line of South Sixth Street (The Dalles-California Highway) as the same is now located and constructed northeasterly 33.63 feet, more or less, to a point in the easterly boundary of said Lot 31; thence southerly along the said easterly boundary of said lot 40.63 feet, more or less, to the southeasterly corner of said Lot 31; thence northwesterly along the above mentioned southwesterly boundary of said Lot 31, 22.80 feet, more or less, to the point of beginning.

Part of Lot 802 Enterprise Tracts, according to the official plat thereof, described as follows: Beginning at a point in the easterly boundary of Lot 31, Block 4, Sixth Street Addition from which the southeasterly corner of said lot bears south  $0^{\circ}00'1\frac{1}{2}"$  east 40.63 feet distant; running thence north  $34^{\circ}07'1\frac{1}{2}"$  east at right angles to the center line of Sixth Street (The Dalles-California Highway) as now located, to the south line of Lot 30, Block 4; of said addition, thence west on said south line of Lot 30 to its intersection with the southeasterly line of Lot 31, Block 4, said addition; thence south  $0^{\circ}00'1\frac{1}{2}"$  east on said southeasterly line of Lot 31 to the point of beginning.

SAVING AND EXCEPTING from said parcel 1 portion conveyed to State of Oregon, by and through its State Highway Commission, by deed recorded July 23, 1942, Volume 148, page 508, Deed Records of Klamath County, Oregon.

Parcel 2: Beginning at the Northeast corner of Section 4 Township 39 South, Range 9 E.W.M., Oregon, and running thence South  $0^{\circ}00'30"$  East along the East line of said Section 4, 862.01 feet; thence West 29.92 feet to an iron pipe marking the former intersection of the north line of South Sixth Street and the West line of Washburn Way, which iron pipe is distant 29.52 feet at right angles from the center line of the Klamath Falls Lakeview Highway at Engineers Station 15+58.91; and continuing thence from said iron pipe North  $0^{\circ}00'30"$  West 62.53 feet along the West line of Washburn Way to the true beginning point of the description; running thence from said true beginning point North  $0^{\circ}00'30"$  West 58.42 feet along the West line of Washburn Way to the South line of the alley in Block 4 of the Sixth Street Addition; thence North  $55^{\circ}50'30"$  West along the South line of said alley 136.30 feet to the northeasterly corner of that tract of land heretofore conveyed to W. Badorek and Nellie Badorek by Alfred D. Collier et ux., and V. E. O'Neill et ux., by deed recorded in Volume 113, page 349 of Klamath County Deed Records; thence South  $34^{\circ}09'30"$  West along the easterly line of said tract of land and the westerly line of that certain tract of land conveyed to Alfred D. Collier and V. E. O'Neill by W. Badorek and Nellie Badorek and recorded in Volume 113, page 347, of Klamath County Deed Records, a distance of 89.55 feet to the Northerly right of way line of the Klamath Falls Lakeview State Highway as the same is presently constructed; thence along said Northerly right of way line on an 80 foot radius curve left (the long chord of which bears South  $60^{\circ}$  East 11.60 feet) a distance of 11.61 feet; thence South  $64^{\circ}09'30"$  East 150.70 feet; thence on a twelve foot radius curve left (the long chord of which bears North  $57^{\circ}55'$  East 20.34 feet) a distance of 24.26 feet to the true point of beginning.

Also Lot 27 in Block 4 of Sixth Street Addition to the City of Klamath Falls, according to the official plat thereof on file in the records of Klamath County, Oregon.

SAVING AND EXCEPTING from said parcel 2 any portion thereof conveyed to State of Oregon, by and through its State Highway Commission, by deeds recorded August 3, 1943, Volume 157, page 285, and June 5, 1946, Volume 190, page 227, Deed Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY, JULIE CO.  
this 18 day of Aug A. D. 1946 at 2 o'clock P. M., and  
duly recorded in Vol. 166, of 127 c: Page 8364

By Dorothy Rogers, County Clerk  
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