

11127

12568

SK

THIS MORTGAGE, Made this 19th day of DECEMBER, 1966,
by LORNA L. DEANE, a single woman, Mortgagee,
to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF KLAMATH FALLS, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of \$ ONE THOUSAND ONE HUNDRED NINETY FIVE AND 03/100 Dollars, to her paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in KLAMATH County, State of Oregon, bounded and described as follows, to-wit:

Tract 35 of Pleasant Home Tract No. 2, according to the official plat thereof on file in the records of 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 promissory note, of which the following is a substantial copy:

NO. 1113 540.00 net 36 mos MODERNIZATION NOTE

\$ 620.89 Klamath Falls OREGON, June 9, 1965 19

FOR VALUE RECEIVED I PROMISE TO PAY IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA TO THE ORDER OF First Federal Savings and Loan Association of Klamath Falls, Oregon AT FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF KLAMATH FALLS, AT KLAMATH FALLS, OREGON

THE PRINCIPAL SUM OF Six Hundred Twenty and .89/100ths DOLLARS.

SAID PRINCIPAL SUM TO BE PAYABLE AS FOLLOWS: Seventeen and .25/100ths DOLLARS (\$ 17.25) OR MORE ON THE 15th DAY OF July 19 65, AND Seventeen and .25/100ths DOLLARS (\$ 17.25) OR MORE ON THE 15th DAY OF EACH AND EVERY month THEREAFTER UNTIL THE 15th DAY OF June 19 68, ON WHICH SAID DATE THE ENTIRE BALANCE OF PRINCIPAL THEN UNPAID SHALL BECOME DUE AND PAYABLE. IN CASE SAID INSTALLMENTS, OR ANY OF THEM, ARE NOT PAID WITHIN 15 DAYS AFTER THE SAME BECOME DUE, THE WHOLE OF SAID PRINCIPAL SUM SHALL FORTHWITH BECOME DUE AND PAYABLE AT THE OPTION OF THE HOLDER OF THIS NOTE.

IN THE EVENT THAT I SHALL FAIL TO MAKE ANY PAYMENT OVERDUE FOR A PERIOD IN EXCESS OF 15 DAYS, I PROMISE TO PAY A "LATE CHARGE" OF FIVE CENTS (5¢) FOR EACH DOLLAR SO OVERDUE, FOR THE PURPOSE OF DEFERRING THE EXPENSE OF FOLLOWING UP AND HANDLING THE SAID DELINQUENT PAYMENT, BUT NOT TO EXCEED FIVE DOLLARS (\$5.00) IN RESPECT OF ANY ONE SUCH LATE PAYMENT.

IF SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, I PROMISE TO PAY SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SUCH SUIT OR ACTION WHICH SHALL BE IN ADDITION TO THE COSTS AND EXPENSES PROVIDED BY STATUTE AND THE DELINQUENCY CHARGE HEREINABOVE REQUIRED TO BE PAID.

ADDRESS: Thomas J. Deane
TELEPHONE: Lorna L. Deane

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, 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 or now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance nor or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; 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. 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.

NO. 11-106 \$1,000.00 net MODERNIZATION NOTE 12569
Klamath Falls, OREGON, February 1, 1965
1,246.94
FOR VALUE RECEIVED I PROMISE TO PAY IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA TO THE ORDER OF
First Federal Savings and Loan Association of Klamath Falls, Oregon
AT FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF KLAMATH FALLS, AT KLAMATH FALLS, OREGON
THE PRINCIPAL SUM OF One Thousand Two Hundred Forty Six and 94/100ths DOLLARS,
SAID PRINCIPAL SUM TO BE PAYABLE AS FOLLOWS: Twenty and 79/100ths DOLLARS (\$ 20.79) OR MORE ON
THE 10th DAY OF March, 19 65, AND Twenty and 79/100ths DOLLARS (\$ 20.79) OR MORE ON
THE 10th DAY OF EACH AND EVERY month THEREAFTER UNTIL THE 10th DAY OF February 19 70, ON WHICH SAID
DATE THE ENTIRE BALANCE OF PRINCIPAL THEN UNPAID SHALL BECOME DUE AND PAYABLE. IN CASE SAID INSTALLMENTS, OR ANY OF THEM,
ARE NOT PAID WITHIN 15 DAYS AFTER THE SAME BECOME DUE, THE WHOLE OF SAID PRINCIPAL SUM SHALL FORTHWITH BECOME DUE AND PAY-
ABLE AT THE OPTION OF THE HOLDER OF THIS NOTE.
IN THE EVENT THAT I SHALL FAIL TO MAKE ANY PAYMENT HEREIN PROVIDED FOR, AT THE TIME WHEN THE SAME BECOMES DUE UNDER
THE PROVISIONS THEREOF, AND SAID PAYMENT SHALL BECOME OVERDUE FOR A PERIOD IN EXCESS OF 15 DAYS, I PROMISE TO PAY A "LATE
CHARGE" OF FIVE CENTS (5¢) FOR EACH DOLLAR SO OVERDUE, FOR THE PURPOSE OF DEFRAYING THE EXPENSE OF FOLLOWING UP AND HAND-
LING THE SAID DELINQUENT PAYMENT, BUT NOT TO EXCEED FIVE DOLLARS (\$5.00) IN RESPECT OF ANY ONE SUCH LATE PAYMENT.
IF SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, I PROMISE TO PAY SUCH SUM AS THE COURT MAY
ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SUCH SUIT OR ACTION WHICH SHALL BE IN ADDITION TO THE COSTS AND EXPENSES PROVIDED
BY STATUTE AND THE DELINQUENCY CHARGE HEREINABOVE REQUIRED TO BE PAID.
ADDRESS: 2169 Homedale Rd. Thomas G. Deane
TELEPHONE: 6 Thomas G. Deane

Now, therefore, if 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 mortgage 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 a 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 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 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 mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, 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, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

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.

Lorna L. Deane (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

MORTGAGE

(FORM No. 100A)

LORNA L. DEANE
 TO
 FIRST FEDERAL SAVINGS AND LOAN
 ASSOCIATION OF KIAMATH FALLS
 STATE OF OREGON,
 County of Klamath ss.

I certify that the within instrument was received for record on the 21 day of Dec., 1966, at 8:35 o'clock A.M., and recorded in book M-56 on page 12568, Record of Mortgages of said County.

Witness my hand and seal of County affixed.
 Dorothy Rogers
 County Clerk-Recorder.
 By *James H. Davis*
 Fee \$11.50
 DEPUTY
 STEVENS-HES LAY FUS. CO., PORTLAND

STATE OF OREGON,
 County of KIAMATH ss.

BE IT REMEMBERED, That on this 19 day of DECEMBER, 1966, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named LORNA L. DEANE, a single woman

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.

James H. Davis
 Notary Public for Oregon.
 My Commission expires 10/25/70