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M-66. 12679

THIS MORTGAGE, Made this 1st day of November, 1966,
by Lloyd M. Dent, a single man,
to Swan Lake Moulding Company,

a corporation, hereinafter called the mortgagee,
WITNESSETH, That the mortgagor, in consideration of Nineteen Hundred Thirty One
and 43/100 Dollars, to him paid by the mortgagee, hereby does
grant, bargain, sell and convey unto said mortgagee, its successors and assigns, that certain real property situ-
ated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

That part of Lots 17 and 24 lying West of Oregon State Highway No. 97
and all of Lots 18, 23, 26 and 31 of Section 33 Township 35 South
Range 7 East of the Willamette Meridian, Oregon;

All of Lots 20, 21, 30, 31 and 40 of Section 16 and the W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ and
SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15, Township 35 South Range 7 East, WM Oregon;

Lot 6 Block 13 of Fairview Addition No. 2 to the City of Klamath Falls
Oregon;

Subject to a mortgage to C.H. Barnstable recorded Book 176 Page
186 Klamath County Mortgage Records; to mortgages to Swan Lake Moulding
Company recorded Book 181 Page 485, Book 184 Page 205, Book 186 Page
450, Book 198 Page 138, Book 206 Page 111, Book 217 Page 208,
Book 221 Page 341, Book 224 Page 552, Book 227 Page 119, Book 228
Page 518, all of Klamath County Mortgage Records; to mortgage to L.V. McMahon
McMahon recorded in Book 180 Page 383, Klamath County Mortgage Records;
to mortgage to Irene Hamel recorded in Book 176 Page 178 Klamath County
Mortgage Records; to Mortgage to Kelly Lee :azarus recorded in Book
216 Page 440 Klamath County Mortgage Records

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or
in anywise appertaining, and which hereafter may belong or appertain thereto, 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 placed
thereon at any time during the term of this mortgage;

TO HAVE AND TO HOLD the same with the appurtenances unto the said mortgagee, its successors
and assigns forever.

This mortgage is intended to secure the payment of one or more promissory notes, in words and figures
substantially as follows:

\$ 1931.43 Klamath Falls, Oregon, November 1, 1966
Thirty Days after date, each of the undersigned promises to pay to the order of
Swan Lake Moulding Company
at Klamath Falls, Oregon
Nineteen Hundred Thirty One and 43/100 DOLLARS,
with interest thereon at the rate of 8 percent per annum from date until paid. Interest to
be paid monthly and if not so paid, the whole sum of both principal and interest to become im-
mediately 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 appellate court.

Lloyd M. Dent.

No.

And said mortgagor covenants to and with the mortgagee, its successors and assigns, that he is lawfully seized in fee simple
of said premises and has a valid, unencumbered title thereto

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that he 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 now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of not less than \$15000 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 its interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as written; 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 or of said buildings and improvements.

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 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, charges, lien, encumbrance or insurance premium as above provided, the mortgagee at its option may 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, interest and all sums paid by the mortgagee at any time 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 search, 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 contained shall inure to the benefit of and bind the heirs, executors, administrators and assigns of said mortgagor and the successors and assigns of the mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the court, upon motion of the mortgagee, may 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 may be more than one person, that the mortgagee may be more than one corporation and that more than one note may be secured hereby; therefore, the parties hereto agree that if the context and the circumstances so require, the singular shall be taken to mean and include the plural and that the masculine pronoun shall mean and include the feminine as well as husband and wife.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

Lloyd M. Dent (SEAL)

(SEAL)

(SEAL)

(SEAL)

MORTGAGE

to a Corporation
(FORM No. 744)

STEVENS LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON,
County of Klamath ss.
I certify that the within instrument was received for record on the 27 day of Dec., 1966, at 3:51 o'clock P.M., and recorded in book 11-66 on page 12679 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers
County Clerk-Recorder
By *Janet M. M...*
Fee \$3.00 Deputy

AFTER RECORDING RETURN TO

*Shaw State Publishing Co.
Box 458
Klamath*

STATE OF OREGON,

County of Klamath ss.

On this 1st day of November, 1966, before me, a notary public in and for said county and state, personally appeared the within named Lloyd M. Dent

known to me to be the identical individual 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.

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Donald F. Ferguson
Notary Public for Oregon

My Commission expires November 14, 1969

