

THIS MORTGAGE, Made this 28th day of December, 19 66, by

Mortgagor, to Calvin Earl Bell and Lucille Ada Bell
to OXFORD MAILLOAN CONSUMER DISCOUNT COMPANY, 6701 North Broad
Street, Philadelphia, Pennsylvania, Mortgagee.

WITNESSETH, That said mortgagor, in consideration of One Dollar (\$1.00) and other good and valuable consideration, to him paid by said Mortgagee, does hereby grant, bargain, sell and convey unto said Mortgagee, its successors and assigns, that certain real property situated in Klamath County, State of Oregon, being known as 703 Upham St.

West 1/2 lots 7 & 8 Block 18, Fairview addition #2 - Book 256 page 621

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, its successors and assigns forever.

This mortgage is intended to secure the payment of a promissory note described as follows:

A note bearing date the 28th day of December, 19 66 executed by Calvin Earl Bell and Lucille Ada Bell and payable to the order of OXFORD MAILLOAN CONSUMER DISCOUNT COMPANY in the amount of \$ Thirty two hundred sixteen and no/100 - - - - - (\$3216.00) and payable in 48 consecutive and equal monthly installments of \$ 67.00 beginning February 10, 1967

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 and will warrant and forever defend the same against all persons; that he will pay said note 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 upon demand of the mortgagee 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 an amount satisfactory to the mortgagee, 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 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 in 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 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 the 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 the 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 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, successors 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 neuter, and that generally all grammatical charges 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

Calvin Earl Bell (SEAL)
X Calvin Earl Bell

Lucille Ada Bell (SEAL)
X Lucille Ada Bell

STATE OF OREGON

County of Klamath

BE IT REMEMBERED, that on this 28 day of December, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Calvin Earl Bell and Lucille Ada Bell 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.

Edlen B. Beck
Notary Public for Oregon

STATE OF OREGON, } ss
County of Klamath }

Filed for record at request of:

OREOxford Mailloan Consumer Discount Co.

on this 9 day of January A. D. 19 67

at 3:40 o'clock P. M. and duly

recorded in Vol. M-67 of Mortgages

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ROBERT H. ROGERS, County Clerk

Fee \$3.00

By Jane Stewart Deputy

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RET: Oxford Mailloan Consumer Discount Co.

6701 North Board St.
Philadelphia, Pa. 19126