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66-1573

M-67 Jan 256

January 19 67

THIS MORTGAGE, Made this 10th day of January, 19 67,
by M. MAYNARD WOOD and SANDRA M. WOOD, husband and wife,
hereinafter called Mortgagor,
to FRANCES POMEROY, Executrix of the Estate of JOHN W. WHITCHER,
Deceased, hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TWO THOUSAND FIFTY & No/100ths.
(\$2,050.00) Dollars, to him paid by said mortgagee, does hereby grant,
bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real prop-

erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:
The S $\frac{1}{2}$ of Lot 1, and the Easterly 7.9 feet of the S $\frac{1}{2}$ of Lot 2, ALL IN BLOCK
46 of FIRST ADDITION to the City of Klamath Falls, Klamath County, Oregon,
more particularly described as follows: Beginning at the most easterly corner
of Lot 1 of Block 46 of First Addition to the City of Klamath Falls, Oregon;
thence, southwesterly along the northerly line of the unnamed street between
Blocks 46 and 51 of said Addition, 60 feet; thence northwesterly and parallel
with Sixth Street, 55 feet; thence, northeasterly and at right angles to said
Sixth Street, 60 feet; thence southeasterly along the westerly line of said
Sixth Street, 55 feet to the point of beginning & being a portion of Lots 1 & 2
of said Block 46 of said First Addition to the City of Klamath Falls, Oregon;

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 a certain promissory note, described as follows: Note of even
date payable to the order of Frances Pomeroy, executrix of the Estate of John
W. Whitcher, Deceased, for \$2,050.00 together with interest thereon at 6% per
annum from date hereof until paid, payable in two annual installments of
\$1,025.00 each plus the amount of interest then due thereon, first installment
to be made Jan. 10, 1968 and like installment on Jan. 10, 1969. Failure to pay
1st deed of trust described herein shall be a breach of this mortgage.

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 except the First Deed of Trust to First Federal

Savings & Loan Ass'n recorded in M-67 at Page 254, records of Klamath Co.
Oregon,

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 insured in favor of the mortgagee against loss or damage by fire in the sum of \$500.00
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 building and improve-
ments on 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 mort-
gage 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 pro-
ceedings 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 of any lien, encumbrances 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. 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. 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 mor-
tgage, 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 execu-
tion 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 singu-
lar 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.

M. Maynard Wood (SEAL)
Sandra M. Wood (SEAL)

STATE OF OREGON } ss.
County of Klamath

On this 10 day of January, 19 67,

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named
M. MAYNARD WOOD and SANDRA M. WOOD, husband and wife,

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.

James D. Boache
Notary Public for Oregon.
My Commission expires 10-25-70

MORTGAGE

M. MAYNARD WOOD &

SANDRA M. WOOD

TO

FRANCES POMEROY, Executrix
of the Estate of
JOHN W. WHITCHER, Deceased

AFTER RECORDING RETURN TO

J. Anthony Giaromini
125 N 8th St.
City

Fee \$1.50

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instru-
ment was received for record on the
11 day of January, 19 67,
at 2:23 o'clock P.M., and recorded
in book M-67 on page 256

Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Dorothy Rogers

County Clerk-Recorder.

By *Jane M. Mene* Deputy.