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THIS INDENTURE, Made this 10 day of May, 1967,

between PHILIP J. SLADICH and LAVON SLADICH, husband and wife,

as mortgagor..S., and DON J. FRANKS, a widower,

as mortgagee.....

WITNESSETH, That the said mortgagor..S. for and in consideration of the sum of Two Thousand Nine Hundred Sixty Five and No/100 Dollars (\$2,965.00) to them paid by the said mortgagee....., do hereby grant, bargain, sell and convey unto the said mortgagee..... and assigns those certain premises situated in the County of Klamath, and State of

Oregon, and described as follows: Beginning at a point 20 feet West and 22.4 feet South of a point marked by a one inch iron pipe in the South line of the Oregon California & Eastern Railroad right of way 16.3 feet West and 540 feet North 0°15' West of the Northeast corner of the SW 1/4 SE 1/4 of Section 3, Township 39 South, Range 9 E.W.M., thence North 66°55' West 217.5 feet parallel to said right of way; thence South 0°07' East 133.6 feet; thence North 89°53' East 200 feet; thence North 0°07' West 48 feet to the point of beginning.

SUBJECT TO: Easements and rights of way of record, and those apparent on the land; contracts, liens, assessments, rules and regulations for irrigation, drainage and sewage, and reservations and restrictions of record.

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..... and assigns forever.



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THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Two  
Thousand Nine Hundred Sixty Five and No/100 Dollars  
 (\$2,965.00) in accordance with the terms of a certain promissory note of which the  
 following is substantially a copy to-wit:

\$ 2,965.00 Klamath Falls, Oregon May 10, 19 67  
 Each of the undersigned promises to pay to the order of DON J. FRANKS  
 at Klamath Falls, Oregon DOLLARS,  
Two Thousand Nine Hundred Sixty Five and No/100  
 with interest thereon at the rate of 6 percent per annum from May 10, 1967 until paid, payable  
 in monthly installments of not less than \$ 35.00 in any one payment; interest shall be paid  
monthly and not less than the minimum payments above required; the first payment to be made  
 on the 10th day of June, 19 67, and a like payment on the 10th day of  
each month thereafter, until the whole sum, principal and interest has been paid; if any of said install-  
 ments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the  
 option of the holder of this note. If this note is placed in the hands of any attorney for collection, each of the under-  
 signed 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 ap-  
 peal 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.

/s/ Philip J. Sladich

/s/ LaVon Sladich

Due                     , 19             At                     \* Strike words not applicable. No.             

This indenture is further conditioned upon the faithful observance by the mortgagor S. of the fol-  
 lowing covenants hereby expressly entered into by the mortgagor S., to-wit:

That they are lawfully seized of said premises, and now have a valid and unincumbered  
 fee simple title thereto, except as above set forth

and that they will forever warrant and defend the same against the claims and demands of all per-  
 sons whomsoever;

That they will pay the said promissory note and all installments of interest thereon  
 promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force they will pay all taxes, assessments,  
 and other charges of every nature which may be levied or assessed upon or against the said premises  
 when due and payable, according to law, and before the same become delinquent, and will also pay all  
 taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly  
 pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise  
 become a lien upon the mortgaged premises superior to the lien of this mortgage;

That they will keep all the improvements erected on said premises in good order and repair  
 and will not commit or suffer any waste of the premises hereby mortgaged. 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 agen-  
 cies as may be deemed desirable by the mortgagee.

That so long as this mortgage shall remain in force they will keep the buildings now erected,  
 or any which may hereafter be erected on said premises insured against loss or damage by fire, with ex-



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tended coverage, to the extent of \$3,000.00 in some company or companies acceptable to said mortgagee.... and for the benefit of said mortgagee...., and will deliver all the policies and renewals thereof to said mortgagee....

NOW, THEREFORE, if the said mortgagor... shall pay said promissory note...., and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note.... in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note.... or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee.... the option to declare the whole amount due on said note...., or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagors.... shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee.... shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

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, 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, 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.

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

Philip J. Sladich (SEAL)  
 Laverne V. Sladich (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)



STATE OF OREGON,

County of Klamath

ss.

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BE IT REMEMBERED, That on this 10 day of May, 1967,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named PHILIP J. SLADICH and LAVON SLADICH, husband and wife,

known to me to be the identical individual s. 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.

De L. H. Mew

Notary Public for Oregon.

My Commission expires 9/23/69



# MORTGAGE

(FORM No. 8)

TO

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instru-  
ment was received for record on the  
17 day of May,  
1967, at 2:26 o'clock P. M.,  
and recorded in book N-67 on  
page 3694, Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

Dorothy Rogers

County Clerk-Recorder.

By De L. H. Mew

Fee 6.00

Deputy.

610 STEVENS-LAW FIRM, P.C., PORTLAND, ORE.

DON FRAVUS  
2504 CREST ST.  
K. FALLS, ORE.