

67-699 LHP 14725

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THIS INDENTURE, Made this 8th day of June
in the year One Thousand Nine Hundred and sixty seven, between
Loren J. Haefele and Jessie M. Haefele, husband and wife

as mortgagors, and Evelyn McAtee

as mortgagee,

WITNESSETH, That the said mortgagors for and in consideration of the sum of
One thousand three hundred eighty five and 96/100 Dollars (\$1,385.96) 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:

Lot 10, Block 1, Kelene Gardens, Klamath County, Oregon

Together with all and singular the tenements, hereditaments and appurtenances thereunto be-
longing 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.....
 One thousand three hundred eighty five and ninty six /100 - - - - - Dollars
 (\$1,385.96) in accordance with the terms of that certain promissory note..... of which the
 following is substantially a copy, to-wit:

\$1,385.96 Klamath Falls, Oregon June 8, 1967
 Each of the undersigned promises to pay to the order of Evelyn McAtee
 at Klamath Falls, Oregon
 One thousand three hundred eighty five and 96/100 - - - - - DOLLARS,
 with interest thereon at the rate of 6 percent per annum from June 1, 1967 until paid, payable
 in monthly installments of not less than \$25.00 in any one payment; interest shall be paid
 monthly and ~~the minimum~~ the minimum payments above required; the first payment to be made
 on the 1st day of July, 1967, and a like payment on the 1st 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.
 Due , 19..... s/ Loren J. Haefele
 At s/ Jessie M. Haefele
 * Strike words not applicable. No.

FORM No. 17—INSTALLMENT NOTE (Oregon UCC) SC

STEVENS NESS LAW FIRM CO. PORTLAND

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

That they lawfully seized of said premises, and now have a valid and unincumbered
 fee simple title thereto,

excepting that certain Trust Deed dated December 21, 1965, recorded December 23, 1965
 in record book M-65 at page 4991 records of Klamath County, Oregon executed by
 Bengt H. Hammer and Ida Hammer given to Commonwealth Inc., an Oregon Corporation
 and that they will forever warrant and defend the same against the claims and demands of all
 persons 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 mechanic's 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;

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 to the
 extent of \$13,500.00 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.

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NOW, THEREFORE, if the said mortgagor s 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 mortgagor 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 attending the execution of such trust.

In the event of suit or action being instituted to foreclose this mortgage, the mortgagor a.....
their heirsand assigns shall pay such sum as the Court shall consider reasonable
as attorneys' fees for the benefit of the plaintiff, in addition to the costs and disbursements provided
by statute.

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

Executed in the presence of

Lucas J. Hepple (SEAL)
Jessie M. Hayflee (SEAL)

(SEAL)

(SEAL)

STATE OF OREGON,

County of Klamath

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On this the 8th day of June A. D., 1967, personally appeared before me, a Notary Public in and for said County and State, the within named Loren J. Haebele and Jessie M. Haebele

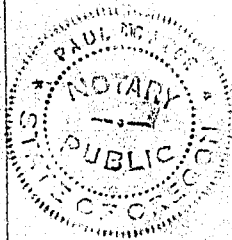
to me personally known to be the identical persons described therein and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Paul M. Haebele

Notary Public for Oregon.

My Commission Expires 1 - 28 - 70



MORTGAGE

TO

STATE OF OREGON,
County of Klamath
I certify that the within instrument was received for record on the 12th day of June A. D. 1967 at 1:36 o'clock P. M., and recorded in book M-67 on page 4337 Record of Mortgages of said County.
Witness my hand and seal of County affixed.

DOROTHY ROGERS

County Clerk,
Recorder of Conveyances.

Lillian M. Haebele

Fee 6.00 Deputy.

SEVEN DOLLARS FIVE CENTS PER CO. PORTLAND

*Return to
McAtee and Associates
2237 Lakewood Drive
City.*