

THE MORTGAGOR

67-879 R

H. DEAN MASON AND JOAN C. MASON, husband and wife

hereby mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, a Federal Corporation, hereinafter called "Mortgagee," the following described real property, situated in Klamath County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits thereof, to wit:

A tract of land in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW SW of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point 125.7 feet South 0 degrees 06' West and 1279.08 feet North 89 degrees 17' East from the West quarter corner of said Section 5; thence North 0 degrees 10' West a distance of 140 feet to a point; thence South 89 degrees 17' West a distance of 163 feet to a point; thence South 0 degrees 10' East a distance of 140 feet to a point; thence North 89 degrees 17' East a distance of 163 feet to the point of beginning.

SUBJECT TO Utility Easement over the Easterly 8 feet of said tract

together with all heating apparatus (including firing units), lighting plumbing, water, heater, venetian blinds, and other fixtures which now are or hereafter may be attached to or used in connection with said premises and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of EIGHT THOUSAND AND NO/100 - - - - -

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 71.90 on or before the 5th day of each calendar month

commencing September 5 19 67

and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of any payment on one note and part on another, as the mortgagee may elect.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured against loss by fire or other hazards, in such companies as the mortgagee may direct, in an amount not less than the face of this mortgage, with loss payable first to the mortgagee to the full amount of said indebtedness, and then to the mortgagor; all policies to be held by the mortgagee. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance carried upon said property and in case of loss or damage to the property insured, the mortgagor hereby appoints the mortgagee as his agent to settle and adjust such loss or damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right of the mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now on or hereafter erected upon said premises shall be kept in good repair, not altered, extended, removed or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind levied or assessed against said premises, or upon this mortgage or the note and/or the indebtedness which it secures or any transactions in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or which becomes a prior lien by operation of law; and to pay premiums on any life insurance policy which may be assigned as further security to mortgagee; that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of said yearly charges.

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any other right or remedy herein given for any such breach, and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the cost of searching records and abstracting same, which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits thereon.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and neuter genders; and in the singular shall include the plural, and in the plural shall include the singular.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon, this 28 day of July 19 67

H. Dean Mason
Joan C. Mason
(SEAL)
(SEAL)

STATE OF OREGON ss
County of Klamath

THIS CERTIFIES, that on this 28 day of July

A.D. 19 67, before me, the undersigned, a Notary Public for said state personally appeared the within named

H. DEAN MASON AND JOAN C. MASON, husband and wife

to me known to be the identical person described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes therein expressed.

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

My commission expires 8/16/69

5793

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MORTGAGE

Mortgages

To

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF
KLAMATH FALLS
Klamath Falls, Oregon

Mortgages

STATE OF OREGON }
County of Klamath }

Filed for record at the request of mortgagee on

July 28, 1967

at 37 minutes past 3 o'clock P. M.
and recorded in Vol. M-67 of Mortgages.

Page 5792 Records of said County

Dorothy Rogers County Clerk

By *Gene Howard* Deputy
Fee \$3.00

Mailed to

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF KLAMATH FALLS
Klamath Falls, Oregon

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67-877 R

THIS MORTGAGE, Made this 27 day of July, 1967,
by PERCY E. WHETSTONE and ELECTRA L. WHETSTONE, husband and wife,
to EDWARD STRINGER and MARY S. STRINGER, husband and wife, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TWO THOUSAND EIGHT HUNDRED FIFTY-FIVE AND NO/100 (\$2,855.00) 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 property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Lot 343, Block 112, Mills Addition to
Klamath Falls, Klamath County, Oregon.

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, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$2,855.00 July 27, 1967.
For value received we promise to pay to the order of
EDWARD STRINGER and MARY S. STRINGER, husband and wife, at 2271 Shasta Way, Klamath Falls,
TWO THOUSAND EIGHT HUNDRED FIFTY-FIVE AND NO/100 DOLLARS,
in lawful money of the United States of America, with interest thereon in like lawful money at the rate of
SIX per cent. per annum from Aug. 1, 1967, until paid, payable in monthly
installments of not less than \$15.00 in any one payment, including the full amount of
interest due on this note at time of payment of each installment. The first payment to be made on the 1st
day of September, 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 installments are 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.
However, payment in full is to be made in not over a ten (10) year period.
In case suit or action is instituted to collect this note, or any portion thereof, we
promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.
Due 19 (signed) Percy E. Whetstone
At Klamath Falls, Oregon. (signed) Electra L. Whetstone
No.

FORM No. 317—INSTALLMENT NOTE.

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

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 that certain mortgage dated
July 5, 1963, recorded July 8, 1963, in Mortgage Book 218, page 211 in the sum of

\$6,550.00 (with a present balance of \$5,850.44)

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according
to the terms thereof; that while any part of said note(s) 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(s) 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 in the
sum of \$10,000.00 in such company or companies as the mortgagee may designate, and will have all policies of insur-
ance 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 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 notes(s) 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(s); it being agreed that in 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(s) or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagee 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 this mortgage, and shall bear interest at the same rate as said note(s) 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 mortgagee 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 mortgagee 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 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 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.

Executed in the presence of

Percy E. Whetstone (SEAL)

Elecira L. Whetstone (SEAL)

(SEAL)

(SEAL)

MORTGAGE

(FORM No. 185A)

TO

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 28 day of July, 1967, at 3:38 o'clock P. M., and recorded in book M-67 on page 5794, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk-Recorder.
By *[Signature]*
Rec'd 3:00

STERLING-REES LAY PUB. CO., PORTLAND

Selena Reed Estate
314 South 1st
Astoria

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 27 day of July, 1967, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named PERCY E. WHETSTONE and ELECIRA L. WHETSTONE, 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.

Willie Matthews

Notary Public for Oregon.

My Commission expires Feb. 23 1970

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