67-1046 BAP.

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Fail 11 - 6 + 5 / 2-18-633-6 1.445 (8)

THE MORTGAGORS,___S. J. FETRIC and ANN S. FETRIC, husband and wife, and ANN M. FETRIC, a single woman,

mortgage to EQUITABLE SAVINGS & LOAN ASSOCIATION, an Oregon corporation, mortgagee, the following described real estate: ____Iots 4 and 5, Block 3, WILLIAMS ADDITION to Klamath Falls, Klamath County, Oregon;

with the apputtenances, tenements, hereditaments, cale to be related to a particle variable during the rights of privileges now or hereafter belonging to or used in connection with the above the list of privileges and hadron but not himself to all plumbing, lighting, heating, cooling, ventilating, and below during an electric process of electric copponent water waters and equipment for domestic use or intraction purpose, whole whether there are used electric copponent water waters and equipment for domestic use or intraction purpose, whole whether there are used electric to be defined to all opportunities of the source of the second electric constraints, bolters, air conditioning units, off burners, tanks, shrubbers and terms new or the steries that is to be or or used in connection with said primases, and whether the same be attached to east privilege and the steries to be defined or or used in connection with said primases, and whether the same be attached to east privilege and the steries of the order or generations, including or in any other manner, together with additional sums as an event in the steries of the next to the order of event the primet of s_**7,000.00**. And such additional sums as an event in the steries of the order of the next behavior of the nontriges at bottler. The prime as in the order of the north prime of the north of the steries of the next of the next of the next of the north of the steries of the next of the next of the steries of the next of the next of the steries of the next of the next of the steries of the next of the next of the steries of the next of the steries of the next of the steries of the next of the next of the steries of the next of the next of the steries of the next of the next of the next of the next of the steries of the next of the steries of the next of the steries of the nex that may hereafter be made.

In addition to the monthly payments of principal and interest payable under the terms of the not secured hereby, the In addition to the monthly payments of principal and inserve payme share the truns of the new second services the mortgagers will each month pay to the mortgager until the sail instead table table as an equal to the trace and assessments next due on the mortgaged property (all as estimated by the mortgager) divided by the number of menths to chapse before one month prior to the date when such taxes and assessments will feeling only on the sums to be held by the mortgagere. in trust to pay said taxes and assessments.

month prior to the date when such taxes and assessments will treate delta plan, as hours to be held by the more pre-in trust to pay sold taxes and assessments. The more gapers covenant that they are the owners in the simple of such real courter and courted to procession threads that they have the induction to more gape the same that is a treat too a construction that only will keep the same treat from all encombances, including those of record, whether lead or otherway, that they will warant and dating the same treat from all encombances, including those of record, whether lead or otherway, that they will warant and dating the same treat from all encombances and assessments levid or assess the many the premises an least to days before the due date thereot, or of any installment thereot; that they will not use and property for any cultured programs, due they will coupled all lead bings in course of construction or to be constructed thereon writing and other hards to the substance, that they will keep all buildings in good repair and commondy meand actions and other hards to the substance of the more dates in the early will keep all buildings in good repair and commondy meand actions with premises substance presents to the index of the more and sum not less than \$ **7,000,00**. The policies of any substance prepares substance presents to the index of the back here by secured or to rebuilding or restoring the premises and the back of the gap dates and and whith its expenditures therefore which may be held by the more agapted as additional accurity for the date here in the same and all its expenditures therefore which way the forecoming coverands, then the more agains and shall be sound by the same tread promoting the more agains and the property to any orther of the same and all its expenditures therefor which here is the lesser, be repeated by the more agains and shall be sound by the same and all its expenditures therefor which here is the lesser, be repeated by the more agains on domand and shall be sound by the change of own whip

change or own ramp. The mortgagors concern to a personal deficiency indement for any pert of the delt hereby second which shall not be paid by the sale of the said property, and in case of the bound oppendy write any close of hor estead and all rights to possession of the primes during the period allowed by law it in relations in the restance from said real property or any improvements thereon and hereby assum any loss is offer the bound of it in the type of difference of provide all real spectrum of the period sectory period allowed by law is the real control of the period sectory period allowed by the sectory of the mortgagors hereby expressly used in the real control of the real control of the period sectory period sectory of the real control of the period sectory period sectory of the real control of the period sectory period sectory of the real control of the period sectory period sectory of the real control of the period sectory period sectory of the real control of the period sectory period sectory of the period sectory of the period sectory period secto

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and in the event of default in any of the provisions of this mortgage and while said default continues, hereby authorize and empower the mortgagee, its agents or attorneys, at its election, without notice to the mortgagors, as agent for the owner, to take and maintain full control of sud properly and improvements thereon; to oust tenants for non-payment of rent; to lease all or any portion thereof, in the name of the owner, on such terms as it may deem best; to make alterations or repairs it may deem advisable and deduct the cost thereof. Iron the rents; to receive all forths and income thereform and issue receipts therefor; and out of the amount or amounts so received to pay the necessary operating expenses and retain or pay the customary charges for thus managing sud property; to pay the mortgagee any amount due upon the debt secured by this mortgage; to pay taxes, assessments and promiums on insurance policies, or renewals thereof, on sud property, or amounts necessary to carry out any covenant in this mortgage contained; the mortgagee to determine which items are to be met first; but to pay any overplus so collected to the owner of sud property; and those exercising this authority shall be hable to the owner only for the amount collected hereunder and the accounting thereof and as to all other persons those exercising this authority are aging only as agent of the owner in the protection of the mortgagee's interests. In no event is the right to such management and collection of such rents to affect or restrict the right of the mortgage to forclose this mortgage in case of default.

Time is material and of the essence hereof, and if default be made in the payment of the debt hereby secured or any installment thereof, or interest, or in the performance of any other covenant herein contained, or if a proceeding under any bankruptcy, receivership or insolvency law be instituted by or against any of the mortgagors, or if any of the mortgagors make an assignment for the benefit of creditors, then in such or any of said cases, the balance of unpaid principal with accrued interest, and all other indebtedness hereby secured, shall, at the mortgager's election, become immediately due, without notice, and this mortgage may be foreclosed; and in addition, mortgagee may apply such sums or any part thereof held by it in trust to pay taxes or assessments to reduce the indebtedness secured. Mortgagee's failure to exercise, or waiver of, any right or option or its waiver of any default shall not be deemed a waiver or any future right, option or default

option or its waiver of any default shall not be deemed a waiver of any future right, option or default. In any suit to forcelose this mortgage or in any suit or proceedings in which the mortgagee is obliged to detend or protect the lien hereof, or in which the mortgagee is a party and the above described real property or any part thereof is the subject matter therzof, including suits to quiet title or for condemnation or partition of the whole or part of said property, or any interest thercon, the mortgagots agree to pay to mortgagee all costs and it reasonable sum as attorney's tees, which said fees shall be due and payable when suit is begun, and further agree to pay such reasonable costs of searching records and abstracting the same as may necessarily be incurred in forcelosing this mortgage of detending the same, or participating in any suit or proceeding above reterred to, which sums shall be secured hereby and included in any decree of forcelosure in the absence of any such suit or proceeding, and in case of default, mortgagots agree to pay such necessary express, including reasonable attorney's fees, incurred by mortgagee in making collection of definition of advinguent payments or curing any other default. Mortgagots further agree that a receiver may be appointed in any suit or proceeding to forcelose this mortgage with-

Mortgagors further agree that a receiver may be appointed in any suit or proceeding to forcelose this mortgage without notice to mortgagors and without regard to the adequacy of the security for the indebtedness or the solvency of the mortgagors or the presence of waste or danger of loss or destruction of the property, to possess, manage and control the real property above described and all buildings thereon and to collect the rents, issues and profits thereot.

The mortgagors agree to furnish and leave with the said mortgage during the existence of this mortgage and all renewals hereof, complete the evidence, which shall become the property of the protentiaer at any forcelosure sale, and further agree that said mortgage shall be subrogated to the lich, though released of record, of any prior encumbrances on the said premises paid out of the proceeds of this loan.

Each of the covenants or agreements herein shall be binding upon all successors in interest of each of the mortgagors, and shall mure to the benefit of all successors in interest of the mortgagee. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Dated this	16th .	day of	August AD 1967.			
UPAEC 642 - OR County of		××,	and Peter			
On the for said county an	d state, personally app	day of scared the within name C, a single woma	August . 1967 . before me, a Notary Public and S. J. PETRIC and ANN S. FETRIC, husb	i and Ænd		

who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same treely and voluntarily IN WITNESS WHEREOF, I have hereinto set my hand and official work the day and year last above written

SLA0		,	Notary Public for OREGON Ms Commission Expires	- 11920, 1967	
MORTGAGE ^{S. J. PETRIC, et ux Matered} ^{ANN M. FETRIS^{TO} FQUITABLE SAVINGS & LOAN ASSOCIATION Matered}	STATEOF County of Edv. 2000 Ss. Fled for record at request of mortgapre on	at \mathcal{F}_{1} in Viole , where \mathcal{F}_{2} and \mathcal{F}_{2} minutes past β_{min} welfack F . Morages, and recorded in Vol. 4.67 \rightarrow 0.06 rigages,	page 64.51 Records of said county.	Atter concluring places much to	1300 S. W. SIXTH AVENUE PORTLAND, OREGON 97201

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