

67-1056

L# 7817

16446

M-67, 6522

THE MORTGAGOR

67-1056

ARDEN H. MILLION AND FERNE E. MILLION, 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:

TRACT I: Lots 16B and 17A in Block 5 of Railroad Addition to the City of Klamath Falls, Oregon, Klamath County, Oregon

TRACT II: Lots 17B and 18A in Block 5 of Railroad Addition to the City of Klamath Falls, Oregon, Klamath County, Oregon

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 **THIRTY TWO THOUSAND AND NO/100-**

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$248.00 on or before the 15th day of each calendar month

commencing December 15, 1967

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 its 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 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 covenants to pay, when due, all taxes, assessments and charges of every kind levied or imposed against said premises, or upon this mortgage or the note insofar as the indebtedness which it secures or any transaction in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or which becomes a lien by operation of law, and to carry insurance on any life insurance policy which may be a lien on further security to mortgagee for the purpose of providing security for the prompt payment of all taxes, assessments and governmental charges and for a pool against the mortgaged property and in case a premium while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay such premium as the mortgagee may direct in principal and interest and payable in amount equal to 1% 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 to be payable 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 covered by this mortgage, 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 mortgage or to enable same to be paid 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 cost 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, with or 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 therefrom.

The mortgagor covenants to pay all delinquent property taxes for any part of the lot 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 make to the benefit of any or all of them in interest of the mortgagee.

WITNESSED in Klamath Falls, Oregon, this

21

day of August

1967

Arden H. Million
Ferne E. Million

STATE OF OREGON,
County of Klamath

THIS CERTIFICATE, that on this

21

day of

August

A. L. D. I have seen, the undersigned, a Notary Public for said State, personally appeared the within named

ARDEN H. MILLION AND FERNE E. MILLION, husband and wife

to me known to be the identical persons 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 aforesaid.

James D. Bacchi
Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon.
My commission expires: 10/25/70

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MORTGAGE 6522

Mortgage

To-

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

Mortgage

STATE OF OREGON) ss
County of Klamath

Filed for record at the request of mortgagee on

August 21, 1967

at 26 minutes past 4 o'clock P. M.

and recorded in Vol. M-67 of Mortgages

Page 6522 Records of said County

Dorothy Rogers County Clerk

By *Paul H. Hurd*
Fee \$3.00 Deputy

Mort to

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