

THIS MORTGAGE, Made this 22nd day of May, 1968,  
by Audene Emmet Fitzgerald and Annis Cathrine Fitzgerald, husband  
and wife,  
to Alfred D. Collier

hereinafter called Mortgagor,

hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Sixteen Thousand Eight Hundred  
Twenty Five and 05/100 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 prop-  
erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Lot 15, Block 4 Second Addition to Moyina, according to the official  
plat on file in the records of 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 certain promissory note, described as follows:

Promissory note for Sixteen Thousand Eight Hundred Twenty Five and  
05/100 dollars dated May 22nd, 1968, due sixty days after date  
with interest at 8% per annum till paid.

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

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest according to the terms thereof; that while  
any part of said note 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 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 \$  
in such company or companies as the mortgagee may designate, and will have all policies of insurance 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 building and improve-  
ments 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 note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mort-  
gage to secure the performance of all of said covenants and the payment of said note; if being agreed that a failure to perform any covenant herein, or if pro-  
ceedings 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 or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay  
any taxes or charges of any lien, encumbrances 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 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 mortgagor 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 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, 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. 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 mort-  
gage, 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 execu-  
tion 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 singu-  
lar 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.

*Audene Emmet Fitzgerald* (SEAL)  
*Annis Cathrine Fitzgerald* (SEAL)

STATE OF OREGON,  
County of Klamath

ss.

On this 22nd day of May, 1968,

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named  
Audene Emmet Fitzgerald and Annis Cathrine Fitzgerald, husband and wife.

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 freely and voluntarily.

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

*Dorothy M. Collier*  
Notary Public for Oregon.  
My Commission expires January 29, 1971

## MORTGAGE

DOCKET No.

TO

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

AFTER RECORDING RETURN TO

Alfred D. Collier  
P.O. Box 428  
K-Falls, Oregon

STATE OF OREGON,

ss.

County of Klamath

I certify that the within instru-  
ment was received for record on the  
22 day of May, 1968,  
at 3:08 o'clock P.M., and recorded  
in book 268 on page 4583  
Record of Mortgages of said County.  
Witness my hand and seal of  
County affixed.

*Dorothy Rogers*  
County Clerk—Recorder.  
By *Liz L. Dyer*  
Deputy.