

COMBINATION REAL PROPERTY MORTGAGE SECURITY AGREEMENT (CHATTAL MORTGAGE)		Date of This Loan	231	Branch No. 45218	Loan and Instalment Investment Certificate No. 4-108	SECURITY AGREEMENT NO. 4- 108
Recording Requested By and Mail to LAURENTIDE INDUSTRIAL FINANCE CORPORATION of Oregon Address 432 S. 7th City, County & State: Klamath Falls, Klamath, Oregon		LENDER/MORTGAGEE	BORROWERS/MORTGAGORS: (1) Gary L. Coates (2) Frances Coates			
Principal Amount of Note: \$ 5568.00	Number of Payments (On Instalment Investment Cif.) 48	Amount of Each Payment Except Final (On Instalment Investment Cif.) \$116.00	Final Payment Equal in Any Case To Unpaid Principal	Due Date of First Payment (On Instalment Investment Cif.) 7-5-68	Due Date of Note 5-22-72	Credit Insurance Premium: Life \$167.04 Disab. \$194.88 Total \$361.92
				Address: 3224 Maryland City: Klamath Falls, Oregon 97601		

KNOW ALL MEN BY THESE PRESENTS that the undersigned as Mortgagor(s), hereby mortgages, pledges, grants, bargains, sells and conveys to LAURENTIDE INDUSTRIAL FINANCE CORPORATION, hereinafter termed Mortgagee (a) that certain motor vehicle(s) described below, together with all equipment and accessories thereunto now and hereafter attached, (b) all of the household goods and other chattel property now or hereafter located in or about the premises constituting the Mortgagor's residence of the above stated address; including but not limited to the property hereinbefore described, (c) the hereinlater described real property, and (d) Instalment Investment Certificate shown above under even date, as security for payment of a promissory note in the amount, date and terms stated above. Reference is hereby made to said promissory note as set forth above. Said note further provides that the payment thereof may be enforced by separate action without waiver of this mortgage. This mortgage also shall secure further payment and additional sums of money as may be loaned from time to time hereafter by said Mortgagee to said Mortgagor, together with interest and charges thereon, but for no greater amount than \$2000.00 in excess of the face amount of the presently existing note referred to above, as security for the performance by Mortgagor of each of the following covenants, conditions and agreements as set forth on the reverse hereof which are incorporated herein by this reference.

The mortgaged vehicle(s) is described as follows:

Year Model	Make	No. Cyls.	Body Type	Serial or I.D. No.	License No.
NONE					

All household goods no exceptions.

THAT CERTAIN REAL PROPERTY, SITUATED IN **Klamath** COUNTY, STATE OF OREGON, DESCRIBED AS FOLLOWS:
Lot 5 in Block 5 of First Addition to Altamont Acres, in Klamath County, Oregon

Witness: Kenneth D. Higlett
Witness: Judy Young

✓
(1) Gary Lee Coates
Mortgagor
(2) Frances Rae Coates
Mortgagor

4601

THE COVENANTS, CONDITIONS AND AGREEMENTS OF THIS MORTGAGE ARE AS FOLLOWS:

(1) Mortgagor warrants that he is the sole owner of said property, free from all debts.

(2) In the event Mortgagor defaults on any payment of said note or if ~~60 days~~ fails to comply with any of the terms and conditions of the note or of this mortgage or a proceeding in bankruptcy, receivership, or insolvency be instituted against the Mortgaged or the property, or the Mortgagor denies the above property or agrees to release or encumber the full amount of the note shall, at the election of Mortgagor, be immediately due and payable. It is agreed that the extension of any payment or the acceptance of a part thereof or the taking of the title of the Mortgagor to evidence any other through heretofore, shall not be construed as a waiver by the Mortgagor of the strict performance of all the conditions hereof, or a waiver of any such event because the Mortgagor may nevertheless without notice or demand for performance ~~in the event of a default~~ in the breach by the Mortgagor of any of the conditions herein contained, or upon failure to make prompt payment according to any extension made.

(3) The Mortgagor shall keep said property free of all taxes, liens and encumbrances; shall not let the same illegally or improperly; shall not transfer any interest in this mortgage or said property; shall not remove same from the state without permission of the holder of this mortgage. Any sum of money paid by the Mortgagor in payment or discharge of taxes, rents and charges
incurred on said property shall be secured by and under this mortgage.

(4) If default be made in the prompt and faithful performance of any of the covenants herein contained, the Mortgagor shall at any time have reasonable ground to deem itself in default, or if Mortgagor shall sell or assign, or attempt to sell or assign, or shall part with the possession of said personal property of any part thereof, or if the same shall be attached to, levied upon, levirate, garnishee, attachment, execution, or if the Mortgagor shall remove or attempt to remove any personal property from the state of Oregon, or if any liens, claims, taxes, charges, demands, which from time to time may be made upon such property prior to the right of Mortgagor's holder are not discharged of maturity, or if Mortgagor shall negligently or wantonly permit said property to waste by causing or permitting the same to remain unoccupied or unimproved, such personal property shall then become immediately due and payable, and Mortgagor shall have the option to foreclose the personal property contained in this chattel and made to suit in equity, or at its option take simple possession of said personal property whenever the same may be found without previous notice or demand for performance, and to sell the same at public or private sale without notice of the time and place thereof to Mortgagor, of which sale Mortgagor will furnish a purchaser. From the proceeds of any such sale of personal property, Mortgagor shall first pay all expenses of retaining, retaining and selling such personal property, including a reasonable attorney's fee, if an attorney shall be employed and thereafter any sum or sums due upon said promissory note accrued hereby reading the surplus, if any, to Mortgagor, provided, that in the event of deficiency, Mortgagor agrees to promptly pay, upon demand, any balance remaining due. Provided, further, that in the event the consideration of this mortgage shall not exceed the sum of \$500.00, Mortgagor shall, in addition to the remedies hereinabove provided, have the option to foreclose Mortgagor's mortgage on the personal property, the same to be valid by law for foreclosure of chattel mortgages which do not provide within themselves the manner of foreclosure and the consideration of which does not exceed \$500.00.

(5) It is understood that this mortgage covers both real and personal property, each having its own separate value and Mortgagor agrees to provide Mortgagor a title policy covering said described real property. In the event of a breach of this mortgage by the Mortgagor in any manner of any of the terms of this mortgage and it is necessary for the Mortgagor to foreclose said mortgage, it is specifically agreed between the parties that the Mortgagor may elect to proceed and foreclose first against the personal property described herein under the terms hereof, without in any way relinquishing its mortgage against the real property described herein. If the personal property so foreclosed on separately, it will not be subject to redemption; or at the election of the Mortgagor, the personal property may be treated as real property for all purposes or methods of foreclosure, sale or notice, notwithstanding any statutory provisions to the contrary.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said Mortgagor, its successors and assigns forever. Said Mortgagor covenants to the Mortgagor, its successors and assigns, that they are lawfully seized in fee simple of said premises and have a valid, unencumbered title thereto, and will warrant and forever defend the same against all persons that they will pay the note above referred to between the parties, principal and interest, according to the terms thereof and that, while said note remains unpaid, Mortgagor will pay all taxes, assessments, liens or encumbrances levied or assessed against said real property when due and payable and before default, that they will keep the buildings now or hereafter erected on said premises, insured in favor of the Mortgagor against loss or damage by fire in a sum not less than the balance due on said note, in an insurance company satisfactory to the Mortgagor, with all insurance policies made payable to the Mortgagor as its interest may appear and will deliver said policy to the Mortgagor; that they 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 and shall pay said note 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, it being agreed that failure to perform any covenant herein or if any proceeding be taken to foreclose any lien on said premises, the Mortgagor shall have the option to declare the whole amount unpaid on said note due on this mortgage at once due and payable and this mortgage may be foreclosed at any time thereafter. Each and all of the covenants herein contained shall apply to and bind the heirs, executors, administrators and assigns of said Mortgagor.

(6) No transfer, renewal, extension or assignment of this mortgage, or any interest hereunder, or loss, injury, or destruction of said property shall release the Mortgagor from his obligation hereunder; the assignee shall be entitled to all the rights of the Mortgagor.

(7) Mortgagor hereby waives the right to remove any legal action from the court originally acquiring jurisdiction, and waives all homestead and other property exemption laws. Any provisions of this mortgage prohibited by law of any state shall as to said state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the mortgage.

...AND BE IT KNOWN ON SIGHT, I, the Notary Public in and for the said County and State, per-

sonally appeared the within named Gary L. Coates and Frances Coates - husband and wife, who is/are known to me to be the identical individual(s) described in and who executed the within instrument, and acknowledged to me that he/she/they executed the same freely and voluntarily for the uses and purposes therein intended. (I, Notary Public in and for the State of Oregon, do solemnly swear to the truth of the foregoing.)

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

Notary Public for Oregon

My Commission Expires

STATE OF OREGON }
County of Klamath
Filed for record a request of
Transamerica Title Co.
on this 23 day of May A.D. 1968
at 9:40 o'clock A.M. and duly
recorded in Vol. 7168 of Mortgages
Page. 460.
DOROTHY ROGERS, County Clerk
By Lynne Berlin Deputy

Fees 3.00

3