

23813

THE MORTGAGOR

VOL. 11-68 PAGE 5391

HERBERT C. LE SUEUR and MARY-LOUISE LE SUEUR, 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:

PARCEL I: All that part of Lot 8 of Section 32, Township 38 S., R. 9 E.W.M., described as follows: Beginning at a point which is North 47°23' West along the Southerly line of Conger Avenue 88.6 links from a stone monument on the Southerly line of Conger Avenue marked with a cross from which monument the quarter section corner between Sections 29 and 32, Township 38 S., R. 9 E.W.M., bears North 30.19 chains and East 22.91 chains; from said point of beginning, running North 47°23' West along the Southerly line of Conger Avenue 48.4 links; thence South 49° West 109.5 links; thence North 61° West 50 links to a point known as the Southeast corner of the O.C. Applegate lot, according to the survey of B.F. Meyer made June 29, 1880; thence South 57° West 191 links; thence South 43°30' West 284 links; thence South 52° East 51.25 links; thence North 44°31' East 191 links; thence North 85°48' East 1.36 chains; thence North 44°35' East 2.94 chains to point of beginning, containing .50 acre, more or less.

Beginning at a point formerly known as the Southeast corner of the O.C. Applegate lot, according to the survey of B.F. Meyer made June 29, 1880; thence North 52° West 47 links; thence North 43°30' East 133 links; thence South 48°46' East 107 links; thence South 49° West 120 links; thence North 61° West 50 links to point of beginning.

Beginning at a point formerly known as the Southeast corner of the O.C. Applegate lot according to the survey of B.F. Meyer made June 29, 1880; thence North 52° West 47 links; thence South 43°30' West 185 links; (DESCRIPTION CONTINUED ON BACK)

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

TWENTY THOUSAND AND NO/100- - - - -

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$161.00 on or before the 15th day of each calendar month

commencing August 15, 1968.

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 adjusted to the 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, 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 therefrom.

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 12 day of June, 1968.

Herbert C. Le Sueur
(SEAL)
Mary Louise Le Sueur
(SEAL)

STATE OF OREGON
County of Klamath

THIS CERTIFIES, that on this 12 day of June,

A. D. 1968 before me, the undersigned, a Notary Public for said state personally appeared the within named HERBERT C. LE SUEUR and MARY-LOUISE LE SUEUR, 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.

Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon

My commission expires: 24 11/10/71

MORTGAGE

-To-

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

Mortgagee

STATE OF OREGON }
County of Klamath }

Filed for record at the request of mortgagee on

June 18, 1968

at 52 minutes past 12 o'clock P. M.

and recorded in Vol. M-68 of Mortgages.

page 5391 Records of said County

Dorothy Rogers

County Clerk

By *Dorothy J. Rogers*
Deputy

Mail to

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

PARCEL 2: All that part of Lot 8 of Section 32, Township 38 S., R. 9 E.W.M., described as follows: Beginning at a stone monument marked with a cross which is on the southerly line of Conger Avenue from which the quarter corner between sections 29 and 32, Township 38 S., R. 9 E.W.M., bears North 30.19 chains and East 22.91 chains; thence North 47°23' West along the southerly line of Conger Avenue, 137 links; thence South 49° West, 109.5 links; thence North 61° West, 50 links to a point known as the southeast corner of the 0.C. Applegate lot according to the survey of B.F. Meyer made June 29, 1880; thence South 57° West 191 links; thence South 43°30' West 284 links; thence South 52° East 178 links; thence North 44°31' East 191 links to the Northwest corner of the lot described in deed recorded in Vol. 25, page 228, Klamath County Deed Records; thence following the North and Eastern sides of said lot, North 85°48' East 61 links; thence South 40°12' East 16 links; thence North 44°35' East along the lot of The California Oregon Power Company 3.53 chains to the point of beginning. SAVINGS AND EXCEPTING THEREFROM paragraph one of the Parcel 1 above.

PARCEL 3: Tract A: A tract of land described as follows: Beginning at the iron pin which marks the most southerly corner of the Leavitt Tract described on page 431, Vol. 102, Deed Records of Klamath County, Oregon, and running thence; North 43°30' East along the

Easterly boundary of the Leavitt Tract a distance of 167.68 feet to a point; thence North 6°55' East a distance of 16.77 feet to a point; thence South 43°30' West a distance of 183 feet to a point on the southerly boundary of the Leavitt Tract; thence South 57°00' East, along the southerly boundary of the Leavitt Tract, 10.17 feet, more or less, to the point of beginning, said tract containing 0.04 acre, more or less, in Lot 8, Section 32, Township 38 S., R. 9 E.W.M., in Klamath County, Oregon.

Tract B: A road right of way to be used for road and/or gardening purposes only, described as follows: A tract of land 11 feet wide, being 5.5 feet on either side of the following described centerline; Beginning at a point which lies North 43°30' East a distance of 176.92 feet from the iron pin which marks the most southerly corner of the Leavitt Tract described on page 431, Vol. 102 of the Deed Records of Klamath County, Oregon, and running thence; North 6°55' East a distance of 87.5 feet to a point; thence following the arc of a curve to the right whose radius is 35 feet and whose long chord bears North 45°25' East, a distance of 43.57 feet to a point which lies on the southerly edge of the present traveled Barnhisel Entrance Road. This parcel contains 0.03 acre, more or less, in Lot 8, Section 32, Township 38 S., R. 9 E.W.M., in Klamath County, Oregon.

Tract C: An easement for road purposes on and over the Barnhisel Entrance Road from the terminus of Tract B above to the Northeasterly boundary of the Leavitt Tract mentioned in Tract B.

Tract D: All of the Leavitt Tract mentioned above which lies South and East of Tracts B and C. This tract contains 0.09 acre, more or less, in Lot 8, Section 32, Township 38 S., R. 9 E.W.M., in Klamath County, Oregon.

TOGETHER WITH additions thereto and less exceptions therefrom as set forth in an instrument denominated "Agreement and Conveyances to Establish Boundary Lines", dated June 10, 1968, executed by Herbert C. Lesuer and Mary-Louise Lesueur, husband and wife, First Parties, Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, Second Parties, and Lyle Kelistrom and Betty J. Kelistrom, husband and wife, Third Parties, and recorded June 18, 1968, in Vol. M 68, at Page 5385, Klamath County Records in the office of the County Clerk of said County.

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