

28237

10951

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THIS MORTGAGE, Made this day of November, 19 68
 by TOMMY FORREST COBLE and ULDEAN COBLE, husband and wife,
 to LEE BELLAVANCE, a widow, Mortgagor,
 Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FIVE THOUSAND FIVE HUNDRED
 AND NO/100 (\$5,500.00) Dollars, to him paid by said mortgagee, does hereby
 grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
 tain real property situated in Klamath County, State of Oregon, bounded and described as
 follows, to-wit:

See Exhibit "A" attached hereto and by this reference made
 a part hereof.

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 promissory note, of which the
 following is a substantial copy:

\$ 5,500.00 November 19, 1968
 For value received we promise to pay to the order of
 Lee Bellavance at Klamath Falls, Oregon
 Five Thousand Five Hundred and no/100 DOLLARS
 in lawful money of the United States of America, with interest thereon in like lawful money at the rate
 of 6 per cent. per annum from date hereof until paid, payable in monthly
 installments of not less than \$100.00 in any one payment, plus the full amount of
 interest due on this note at time of payment of each installment. The first payment to be made on
 the 31st day of December 1968, and a like payment on the last
 day of each month thereafter, until the whole sum, principal and interest, has been paid;
 if any of said installments are not so paid, the whole sum of both principal and interest to become immedi-
 ately due and collectible at the option of the holder of this note. In case suit or action is instituted to collect
 this note, or any portion thereof, we promise to pay such additional sum as the
 Court may adjudge reasonable as attorney's fees in said suit or action.
 Due 19 /s/ Tommy Forrest Coble
 At /s/ Uldean Coble
 No.....

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, except this mortgage is SECOND
 to a mortgage dated February 18, 1959 recorded January 18, 1959 in Vol. 188 at page 276 Records of Klamath County, Oregon.
 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 pay-
 able 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other
 hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or
 obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-
 gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
 gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies
 to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings,
 the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises
 in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall
 join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-
 factory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien
 searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

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 mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding 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 or any lien, encumbrance 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 reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all 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 mortgage, 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, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

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 singular 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.

Tommy Forrest Coble
Uldean Coble

MORTGAGE (FORM No. 105A)

TO

STATE OF OREGON,
County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____, Record of Mortgages of said County.

Witness my hand and seal of County aforesaid.

Title

By

Deputy

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

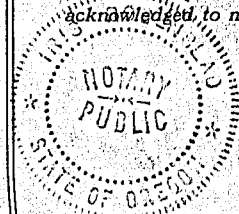
Return to:
Lee Bellavance
5861 So. 6th St.
Spice 4, City.

STATE OF OREGON,
County of _____ Klamath ss.

BE IT REMEMBERED, That on this 22nd day of November, 19 68, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named TOMMY FORREST COBLE and ULDEAN COBLE, husband and wife, ----

known to me to be the identical individual(s) 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.



Oliver Rosenblatt
Notary Public for Oregon.
My Commission expires January 27, 1972.

10953

A portion of the $\frac{1}{2}$ of the NW $\frac{1}{4}$ (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 20, Township 28 South, Range 8 E., W.M., described as follows: Beginning at a point on the easterly right of way line of The Dalles-California Highway, which point is south along the Section line, 1667.8 feet, thence east 491.6 feet and thence south 16°53'30" west along the easterly right of way line of said highway, a distance of 150 feet from the section corner common to Sections 17, 18, 19 and 20, Township 28 South, Range 8 E., W.M.; thence south 16°53'30" west, along said right of way line, 50 feet; thence south 73°06'30" east, 150 feet; thence north 16°53'30" east, parallel to said right of way line, 50 feet; thence north 73°06'30" west, 150 feet, more or less, to the point of beginning; being a portion of said $\frac{1}{2}$ of NW $\frac{1}{4}$, said Section 20, Township 28 South, Range 8 E., W.M., containing 0.17 acre, more or less. Also a portion of the $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 20, Township 28 South, Range 8 E., W.M., described as follows: Beginning at a point on the easterly right of way line of The Dalles-California Highway, which point is south along the Section line, 1667.8 feet, thence east 491.6 feet, and thence south 16°53'30" west along the easterly right of way line of said highway, a distance of 200 feet from the section corner common to Sections 17, 18, 19 and 20, Township 28 South, Range 8 E., W.M.; thence south 16°53'30" west along said right of way line 50 feet; thence south 73°06'30" east, 150 feet; thence north 16°53'30" west, parallel to said right of way line, 50 feet; thence north 73°06'30" west, 150 feet, more or less, to the point of beginning; being a portion of said $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 20, said Township 28 South, Range 8 E., W.M., containing 0.17 of an acre, more or less.

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of John Bellamant

this 17th day of Dec, A.D. 1968 at 5:49 o'clock P.M., and

duly recorded in Vol. 166, of Mortgages, on Page 10953

DOROTHY ROGERS, County Clerk

Fee 4.50 By Charles E. Kristman Deputy

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EXHIBIT "A" to Mortgage