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THIS MORTGAGE, Made this 1st day of July, 1969,
by RICHARD C. BEESLEY, and RUTH I. BEESLEY, husband and wife, Mortgagee,
to KELLEY L. LAZARUS, a single man, Mortgagor,

WITNESSETH, That said mortgagor, in consideration of THIRTEEN THOUSAND TWO HUNDRED TWENTY TWO and 50/100 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 property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

The West 30 feet of North 40 feet of Lot 2, Block 23, in the ORIGINAL TOWN OF KLAMATH FALLS, Oregon, being further described as follows: Beginning at the Northwest corner of Lot 2, Block 23, in ORIGINAL TOWN OF KLAMATH FALLS, Oregon; thence South and parallel with Cedar Street 40 feet; thence East and parallel with Main Street 30 feet; thence North parallel with Cedar Street 40 feet; thence West parallel with Main Street, 30 feet to the point of beginning.

A portion of Lot 2, Block 23, ORIGINAL TOWN OF LINKVILLE, now the City of Klamath Falls, Oregon, bounded and described as follows: Beginning on the North line of Main Street at a point 35 feet East from the Southwest corner of said Lot 2; thence North and parallel with West line of said Lot, 80 feet; thence West and parallel with Main Street, 5 feet; thence North and parallel to said West line of said Lot, 40 feet to the North line of said Lot 2; thence East along said North line 10 feet; thence South and parallel to the West line of said Lot, 120 feet to the North line of Main Street; thence West along said line of Main Street, 5 feet to the point of beginning.

Beginning at the Southwest corner of Lot 2, Block 23, TOWN OF LINKVILLE, now the City of Klamath Falls, Oregon; thence Northwest along the West line of said Lot 2, 30 feet; thence Northeast parallel with Main Street, 35 feet; thence Southeast parallel with the West line of said Lot, 80 feet to the North line of Main Street; thence Southwest along the North line of Main Street, 35 feet to the point of beginning; being a part of said Lot 2 of Block 23.

Also, the East one-half of vacated Cedar Street adjacent to the above described property.

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:

This mortgage is second to that certain mortgage of Richard C. Beesley and Ruth I. Beesley, husband and wife, as mortgagors and Adelia Dye as Mortgagee. Recorded March 1, 1966, in Book M66, Page 1701.

July 1, 1969
\$ 13,222.50
For value received, we, KELLEY L. LAZARUS, a single man, promise to pay to, or order, at Klamath Falls, Oregon, THIRTEEN THOUSAND TWO HUNDRED TWENTY TWO and 50/100 Dollars, in lawful money of the United States of America, with interest thereon, in like lawful money at the rate of five per cent per annum from date hereof until paid, payable in monthly installments, at the dates and in amounts as follows: Interest only at 5% until such time as that certain note, secured by a first mortgage to Adelia Dye, is paid in full; and thereafter, at the rate of \$200.00 per month, including principal and interest. While interest only is due on this note, interest shall be paid semi-annually, January 1st and July 1st, commencing January 1, 1970. the full amount of interest due on this note at time of payment of each installment, 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 immediately due and collectible at the option of the holder of this note. And 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 such suit or action.
Due 19
At Klamath Falls, Oregon
No.

FORM No. 148—NOTE—INSTALLMENT (in Odd Amounts).

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 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 mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee 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 premises the mortgagor 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 satisfactory 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; if 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.

STATE OF OREGON)
) SS.
County of Klamath)

Personally appeared Richard C. Beesley who, being duly sworn, did say that he is the attorney in fact for RUTH I. BEESLEY and that he executed the foregoing instrument by authority of and on behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

IN WITNESS WHEREOF, said mortgagor has here
above written. Michael C. Beesley
Notary Public for Oregon
My Commission Expires: 2-13-70

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,)
County of Klamath)

I certify that the within instrument was received for record on the 2 day of July, 1969, at 11:00 a.m., and recorded in book 1189 on page 111, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

M. J. Milne

County Clerk

Title

By Michael C. Beesley Deputy

fee 3.00

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

David L. Beesley

County Clerk

STATE OF OREGON,)
County of Klamath)

BE IT REMEMBERED, That on this 2nd day of July, 1969, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Richard C. Beesley

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

Michael C. Beesley
Notary Public for Oregon
My Commission expires 2-13-70