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THIS MORTGAGE, Made this 28th day of July, 1969,
by William F. Vannice and Marjorie L. Vannice, Co-Partners,
to Maxine Mary Coleman,

Mortgagor,

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of - - - Thirty Five Thousand
and 00/100 - - - Dollars, to him paid by said mortgagee, does hereby
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
tain real property situated in Klamath County, State of Oregon, bounded and described as
follows, to-wit:

Beginning at a point on the Southwesterly line of South Sixth Street
as widened in 1946, North 55°50'30" West, 190 feet from the inter-
section of said line with the Westerly line of Washburn Way; thence
North 55°50'30" West 50 feet along said line of South Sixth Street;
thence South 34°09'30" West 110 feet; thence South 55°50'30" East 50
feet; thence North 34°09'30" East 110 feet to the point of beginning,
being a portion of Tract 805 of Enterprise Tracts, Klamath County,
Oregon, according to the official plat thereof.

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.

IT IS HEREBY COVENANTED BY SAID MORTGAGOR TO THE SAID MORTGAGEE, HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, 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 HEREFTER 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 HEREFTER 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 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.

This mortgage is intended as additional security for the payment and performance
of the land sales contract and conditional sales security agreement between mortgagor
and mortgagee dated June 26, 1969, and whenever the term "note" is used herein it
shall be deemed to mean said land sales contract and conditional sales security
agreement.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, 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 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 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.

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 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 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; 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.

William F. Vannice
Marjorie L. Vannice
Co-Partners

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON, } ss.
County of Klamath }

I certify that the within instrument was received for record on the 29th day of July, 1969, at 10:52 o'clock P. M., and recorded in book M-69 on page 6548, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM D. MILNE

COUNTY CLERK

Title.

By *Charles F. Sistrup*

DEPUTY

STEVENS LAW PUB. CO., PORTLAND, ORE.

Fee \$ 3.00

Return to: *James J. Gordon*
538 Main Street
Klamath Falls, Oregon 97601

STATE OF OREGON)
County of Klamath) ss

On this 28th day of July, 1969, before me, William Ganong, Jr., the undersigned officer, personally appeared William F. Vannice and Marjorie L. Vannice, who acknowledged themselves to be partners and that they, as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as copartners.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

My Commission Expires: Oct. 3, 1972

William Ganong Jr.
Notary Public for Oregon