

2# 8402 TA-70-1018

43057

THE MORTGAGOR

6140

VO 770 PAGE

THOMAS E. ELMS AND SANDRA LEE ELMS, 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:

A tract of land situated in the SE 1/4 NE 1/4 of Section 19 and the SW 1/4 NW 1/4 of Section 20, Township 28, South Range 8 East of the Willamette Meridian, described as follows: Beginning at a point that is South 89°30' West 476.48 feet from the quarter corner of Section 19 and 20 said Township and Range; thence North 16°22' East 544.77 feet; thence South 73°38' East 259 feet; thence North 16° 22' East 221 feet to the true point of beginning, said point also being an angle corner in a Deed recorded July 6, 1964 in Deed Volume 354 at page 309, Records of Klamath County, Oregon; thence continuing North 16°22' East 200 feet, more or less, to the Southerly line of Deed recorded January 13, 1958 in Deed Volume 296 at page 604; thence South 73°66'30" East along said Southerly line 200 feet, more or less, to the Westerly right of way line of the Dalles-California Highway as now located; thence South 16°55'30" West along said right of way line 200', more or less, to a Northerly line of Deed in Volume 354 at page 309, Records of Klamath County, Oregon; thence North 73°06'

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 TWELVE THOUSAND AND NO/100 (over)

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 108.00 on or before the 15th day of each calendar month,

commencing August 15, 1970 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 commenced 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 added to be 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 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 or to foreclose this mortgage; 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 14th day of July, 1970

Thomas E. Elms
(SEAL)
Sandra Lee Elms
(SEAL)

STATE OF OREGON) ss
County of Klamath

THIS CERTIFIES, that on this 18th day of July, A. D. 1970 before me, the undersigned, a Notary Public for said state personally appeared the within named

THOMAS E. ELMS AND SANDRA LEE ELMS, 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.

My commission expires: July 13, 1973

Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon.
My commission expires: July 13, 1973



6141

West along said Northerly line 200 feet, more or less to the point of beginning. ALSO that parcel of land situate in the SW 1/4 NW 1/4 of Section 20, Township 28 South, Range 8 East of the Willamette Meridian described as follows: Beginning at an iron pipe on the Westerly right of way of the Dalles-California Highway (U.S. No. 97) 150 feet distance from the centerline of said highway opposite Engineer's Station 1024-36.0 and on the Southerly line of that parcel conveyed by Deed Volume 296, page 604, Klamath County, Oregon Deed Records; thence North 73°04'30" West along said Deed Volume 296, page 604, 196.1 feet; thence North 16°55'30" East 12.0 feet; thence South 73°04'30" East 196.1 feet; thence North 16°55'30" East 12.0 feet; thence South 73°04'30" East 196.1 feet; thence South 16°55'30" West 12.0 feet to the point of beginning. Said parcel being located in the SW 1/4 NW 1/4 of Section 20, Township 28 South, Range 8 East of the Willamette Meridian.

MORTGAGE

Mortgagees

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

Mortgagee

STATE OF OREGON } ss
County of Klamath

Filed for record at the request of mortgagee on

July 24, 1970

at 24 minutes past 11:00 o'clock AM

and recorded in Vol. M-70 of Mortgage.

Page 6140 Records of said County

WM D. MILNE

County Clerk

Chadwick L. Erickson
FEE \$3.00
Deputy

Mailed to

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

FORM No.
1927

for the

herein
in the
wise a

JUL 24 11 24 AM 1970

How
part of
the w

STA

(OP