

THIS MORTGAGE, Made this 23rd day of September, 1969,  
by Gene D. Parrish and Betty G. Parrish, husband and wife Mortgagee,  
to Roy O. Hover and Myrtle Hover, husband and wife Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Three thousand five hundred & 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 certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Lot 12 in Block 7 of SECOND ADDITION TO WINEMA GARDENS, Klamath County, Oregon; according to the duly recorded official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.  
SUBJECT TO: contract and/or lien for irrigation and/or drainage and to reservations, easements and rights of way of record and those apparent on the land. Also subject to ADDITION TO WINEMA GARDENS, and also subject to the regulations, liens, assessments and laws relating to the South Suburban Sanitary District.  
ALSO SUBJECT TO: that certain Mortgage, including the terms and conditions thereof, dated July 17, 1967 and Recorded July 19, 1967 in Mortgage Volume M-67 at Page 5434, given to secure the payment of \$15,700 with interest thereon and such future advances as may be provided therein, executed by Hilton R. Thomas, a single man, to Pacific First Federal Savings and Loan Association, a Federal Corporation, the balance due of which the Mortgagor herein named expressly assume and agree to pay in accordance with the terms and conditions 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.  
This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 3,500.00 Klamath Falls, Oregon September 23, 1969  
Each of the undersigned promises to pay to the order of Roy O. Hover and Myrtle Hover, husband and wife Brookings, Oregon  
and upon the death of any of them, then to the order of the survivor of them, at Brookings, Oregon DOLLARS,  
Three thousand Five hundred and 00/100\* \* \* \* \* until paid, payable in  
with interest thereon at the rate of 8\* percent per annum from \*date\*  
monthly installments, at the dates and in the amounts as follows: \$100.00 One hundred dollars including  
interest, the first payment due and payable on or before October 20, 1969 and a like  
payment due on or before the 20th day of each month thereafter until the balance has  
been paid in full.

monthly and \*XXXXXXXXXX\* the payments above required; said payments shall continue until the interest to be paid is included in the payments above required; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not so paid, the whole sum of both principal and interest shall become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.  
It is the intention of the parties hereto that the said payees do not take the title hereunto as tenants in common but with the right of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and interest shall vest absolutely in the survivor of them.

Hilton R. Thomas, a single man, to Pacific First Federal Savings and Loan Association, as stated above.  
dated July 17, 1967, and recorded in the mortgage records of the above named county in book M-67 at page 5434, thereof, reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$15,700.00; the unpaid principal balance thereof on the date of the execution of this instrument is \$15,140.29 and no more; interest thereon is paid to September 1, 1969; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage".  
The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except exceptions as above noted.

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal and interest, according to the terms thereof; that while any part of the note secured hereby 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 secured hereby, when due and payable and before the same 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

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FLB 647 Rev. 3-59

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husband

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and such other hazards as the mortgagee may from time to time require, in an amount not less than \$18,500.00 in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagee named herein and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid 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 the mortgagor 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 all obligations secured by said first mortgage as well as the note secured hereby 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 payments of the note secured hereby; 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 may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges and payable, and this mortgagee may be foreclosed as above provided for, or fail to do or perform anything required of him by said first or any lien, encumbrance or insurance premium as above provided for, together with the cost of such performance shall be added to and the mortgagee under said first mortgage, and shall bear interest at the same rate as the note secured hereby without waiver, become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby. In the event 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 enter judgment 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 such 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 the day and year first above written.

*Betty G. Parrish*  
Betty G. Parrish

\*Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable, Stevens-Ness Form No. 1306 or similar MUST be used for disclosures under the Truth-in-Lending Act and Regulation Z.

8307  
SECOND MORTGAGE  
(FORM No. 925)

TO

STATE OF OREGON,  
County of Klamath

I certify that the within instrument was received for record on the 18th day of September 1970, at 3:13 o'clock P. M., and recorded in book M 70 on page 8306, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne  
County Clerk

By *Phyllis Burtch*  
fee \$3.00  
Deputy  
SEP 17 11 AM 1970  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,  
County of Klamath

BE IT REMEMBERED, That on this 23rd day of September, 1969, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Gené D. Parrish and Betty G. Parrish

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.

*G. D. Knutson*  
Notary Public for Oregon.  
My Commission expires 5-16-73



FLB 647 Rev. 3-69  
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KNOW ALL MEN  
of September  
William  
husband  
SEP 19 4 16 PM 1970  
hereinafter called  
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County of