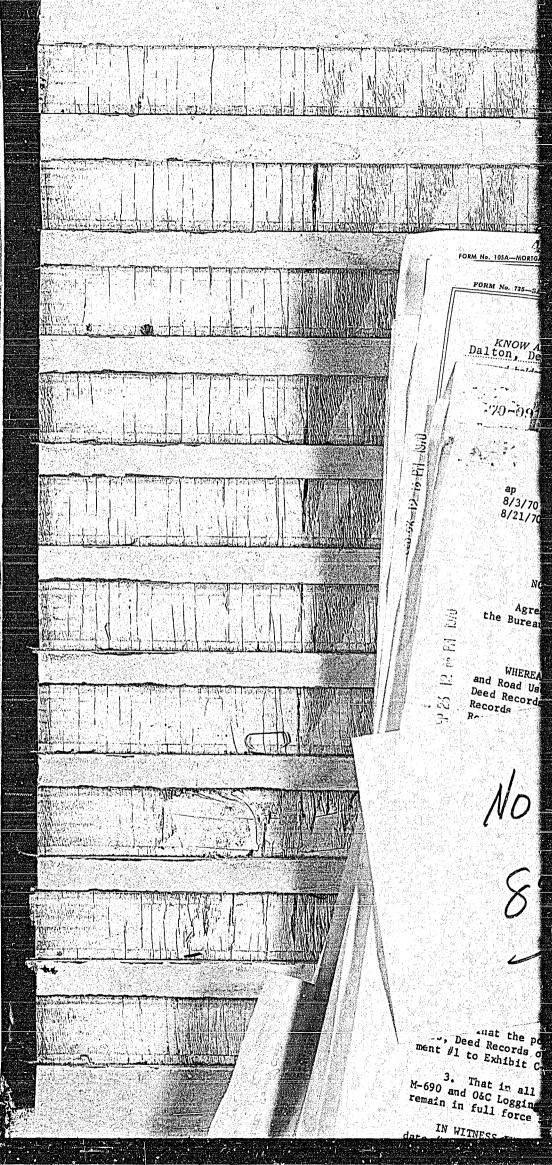
10-1187 - 8421 VOL 70 PAGE 7186 44028 VOL. 2010 PAGE 8425 45057 ROBERT B. CHILCOTE AND BARBARA CHILCOTE, husband and wife hereby mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, a Federal Corporation, hereinafter called "Mortgagee," the following described real property, situtated 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, towit: Lot 23 in Block "E" of HOMECREST, Klamath County, Oregon 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 SIX THOUSAND FIVE HUNDRED AND NO/100 Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 56.45 on or before the 15th day of each calendar month. September 15, 19 70 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 mortgager 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 mortgager; all policies to be held by the mortgagee. The mortgager 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 mortgager hereby appoints the mortgage 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 mortgager in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said The mortgagor further covenants that the building or buildings now on or hereafter erected upon said premises shall be kept in good particles of the construction of hereafter construction or hereafter construction or hereafter construction within six months from the date hereof or the date construction is hereafter commenced, the mortgagor carry, when due, all tares, assessments, and charges of every kind leveled or assessed against said premises, or upon the mortgagor carry, when due, all tares, assessments, and charges of every kind leveled or assessed against said premises, or upon the mortgagor carry, when the indebtedness which it secures or any transactions in connection therewith or any other lien which may be assigned as further security to mortgage; that for the purpose of providing regularly for the prompt payment of larges, assessments and governmental charges levied or assessed against the mortgago property and insurance premiums while any part the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagoe on the date installments on principal and interest repaired an amount are approached to mortgagor and additional security for the payment of the foregoing constants, then the mortgagor and emounts, and soid amounts, and soid amounts are such as the secured of the foregoing covenants, then the mortgagor way perform them, without waiving any other she to remady herein given for any such breach; and all expenditures in that behalf shall be secured by this mortgagor and shall bear terest in accordance with the terms of a certain promissory note of even date hereaft of any of the covenants herein as contained in the mortgagor way and the mortgagor on a shall bear terest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor and shall bear terest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor and shall bear terest in accordance with the terms of a certain pro 23 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 action for loan executed by the mortgager, then the entire debt hereby secured shall, at the mortgage's option, become immediately 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 at the lion hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall hing records and abstracting same, which sums shall be secured hereby and may be included in the decree of foreclosure, to foreclose this mortgage or at any time while such proceeding is pending, the mortgage, without notice, may apply pointment of a receiver for the mortgaged property or any part thereof and the income, tents and profits therefrom. STATE OF OREGON | 85 THIS CERTIFIES, that on this 14th August ..... day of .... A. D., 19.70., before me, the undersigned, a Notary Public for said state personally appeared the within named ROBERT B. CHILCOTE AND BARBARA CHILCOTE, 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.

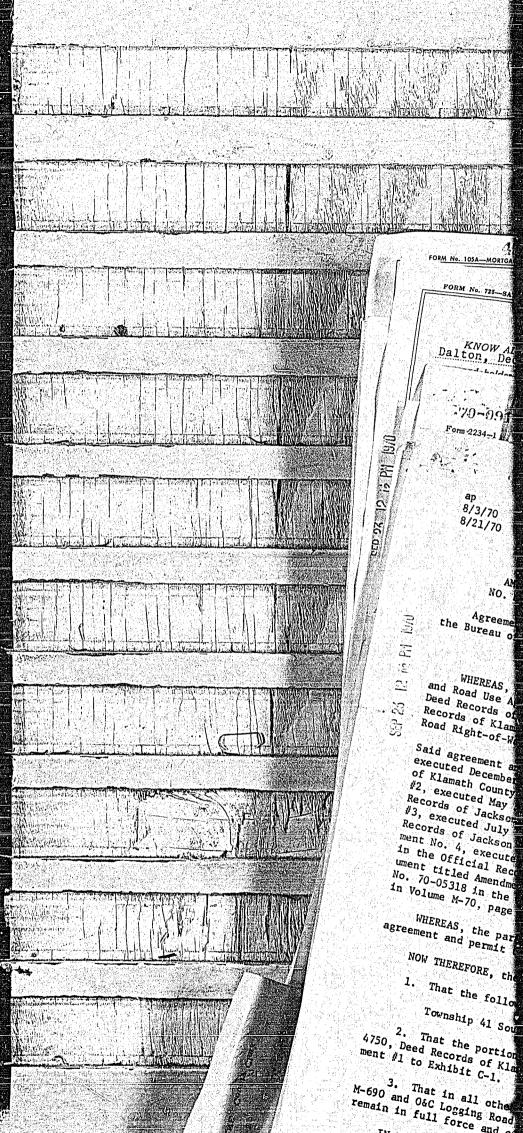
10-25-70

IN TESTIMONY WHEREOF, I have hereunto set my hand and officie

(I)



No RECORD 8427



Dalton,  $D\epsilon$ ~70-09 Form 2234-1 ap 8/3/70 8/21/70 No. Agreen the Bureau c

Road Right-of-W Said agreement arexecuted December of Klamath County #2, executed May Records of Jackson 3, executed July Records of Jackson ment No. 4, execute in the Official Records Amendment titled Amendment No. 70-05318 in the in Volume M-70, Page

WHEREAS, the paragreement and permit

1. That the follo

Township 41 Sot

M-690 and O&C Logging Road remain in full force and es