

45247

VOL 170 PAGE 8660

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

THIS MORTGAGE, Made this 1st day of September, 1970
by EMIL MAGLIOCCO, Jr.
to SHASTA VIEW PROPERTIES, a partnership, hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of ONE HUNDRED/FOUR THOUSAND EIGHT HUNDRED FORTY-FIVE AND 43/100 - - - 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:
Blocks 1, 2, 3, 4 and 5 of ADMIRAL COURT, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

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 certain promissory note, described as follows:
(see attached copy)

DO NOT DESTROY THIS NOTE: When paid, this note, if secured by Deed of Trust, must be surrendered to Trustee for cancellation, before reconveyance will be made.

No. 144,845.43 Sacramento, California, September 1, 1970
On or before ten (10) years after date, for value received, the undersigned promise to pay to SHASTA VIEW PROPERTIES, a partnership, or order, at Sacramento, California, the sum of ONE HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED FORTY-FIVE & 43/100 Dollars, in lawful money of the United States with interest thereon from September 1, 1970 at the rate of .8 per cent per annum, said interest payable monthly in like lawful money. And in case said interest, or any part thereof, is not paid within 30 days after the same becomes due, then the whole of said principal sum shall forthwith become due and payable at the election of the holder of this note, without notice. If action is commenced to enforce payment of this note I agree to pay such sum as the court may fix as attorneys' fees.
This note is secured by ~~the~~ mortgage bearing even date herewith.

Emil Magliocco, Jr.

FORM 61C

WESTERN TITLE INSURANCE COMPANY

MORTGAGE

STATE OF OREGON,

County of KLAMATH

I certify that the within instrument was received for record on the 28th day of SEPTEMBER, 1970, at 4:52 o'clock P.M., and recorded in book M. 70 on page 8660
Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk—Recorder.
By Hazel B. Magliocco Deputy.

FEE \$3.00

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

AFTER RECORDING RETURN TO
Western Title Ins. Co.
919 8th Street
Sacramento, California
95814

Order No. 236362

Docket No.

755A

RECORDING
Western Title Insurance
Sacramento County
AND WHEN
Western Title
Co.
919 8th Street
Sacramento, Ca

Title Order No.

NAME
ADDRESS
CITY & STATE

MAIL TAX STATEMENT

FOR VALUE RECEIVED,

GRANT S. to JOHN B. CELLA, II,
as tenants in common,
all that real property situate in the
County of Klamath

All of Blocks 1, 2, 3, 4 and
according to the official plat
in the office of the County Clerk
County, Oregon.

The true and actual consideration paid
transfer, stated in terms of dollars,
Dated September 25, 1970.

STATE

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$ in such company or companies as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. 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 proceedings 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 of any lien, encumbrances 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 mortgagee 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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.

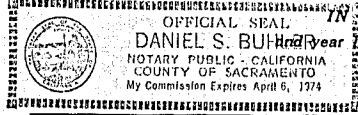
IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

Emil Magliocco Jr. (SEAL)

STATE OF California } ss.
County of Sacramento } On this 1st day of September, 1970,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named
Emil Magliocco, Jr.

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 first above written.



Daniel S. Buhler
Notary Public for California
My Commission expires

MORTGAGE

DOCKET NO.

TO

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

AFTER RECORDING RETURN TO
Western Title Ins. Co.
919 8th Street
Sacramento, California
95814

STATE OF OREGON, } ss.
County of Klamath }

I certify that the within instru-
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28th day of SEPTEMBER, 1970,
at 4:58 o'clock P.M., and recorded
in book M 70 on page 8660

Record of Mortgages of said County.
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County affixed.

WM. D. MILNE
County Clerk—Recorder.
By Hazel W. Hazel Deputy.

FEE \$3.00

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Sacramento County
AND WHEN RECORDED
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