

46978

VOL. 21, 70 PAGE 10591

Orig. \_\_\_\_\_ Bde. \_\_\_\_\_

Form 32

**MORTGAGE  
STATE OF LOUISIANA**On this 20th day of November, 1970before me, a Notary Public for the Parish of East Baton Rouge, Louisiana,  
and in the presence of the subscribing witnesses, personally appeared:**WILLIAM C. ROCK,**a resident of the lawful age of the Parish of East Baton Rouge, State of  
Louisiana, married to and living with Marshal Ann Beatty Rock, born Beatty,

herein called MORTGAGOR, resident \_\_\_\_\_ of and domiciled in \_\_\_\_\_, the Parish and State aforesaid,

whose permanent mailing address is declared to be \_\_\_\_\_, who declared that MORT-

GAGOR is justly and truly indebted unto: **GENERAL SECURITIES COMPANY, INC.,**a corporation domiciled and doing business in the Parish of East Baton Rouge,  
State of Louisiana, represented herein by Mary Larkin,herein called MORTGAGEE, resident \_\_\_\_\_ of and domiciled in Baton Rouge, the Parish and State aforesaid,whose permanent mailing address is declared to be 352 Florida, in the sum of Three ThousandThree Hundred Nine and 60/100 DOLLARS. To represent this debt, mortgagor has subscribed his onecertain promissory note dated this day to the order of "MYSELF", and by the maker endorsed in  
blank, in the original amount of THREE THOUSAND THREE HUNDRED NINE AND 60/100 (\$3,309.60)  
DOLLARS, bearing interest at the rate of ten (10%) per cent per annum from maturity  
until paid, payable at GENERAL SECURITIES COMPANY, INC., in twenty-four (24) consecutive  
monthly installments of One Hundred Thirty-seven and 90/100 (\$137.90) Dollars each, the  
first of such installments being due and payable on or before the 20th day of December,  
1970, with a like installment being due and payable on or before the same day of each  
succeeding month thereafter until all have been paid,The note paraphed for identification with this act further provides that, if it should be placed in the hands of an at-  
torney for collection, by suit or otherwise, the maker will pay attorney's fees fixed at 10% of the amount due or in suit.The note was paraphed "Ne varietur" by me, Notary, for identification herewith, and MORTGAGEE acknowledges its receipt  
and accepts this mortgage.In order to secure the full payment of this indebtedness in principal and interest, together with all costs, including at-  
torney's fees, MORTGAGOR specially mortgages unto MORTGAGEE and such person or persons who may eventually be the holder  
or holders of the note, the following described property:One certain lot or parcel of ground, together with all the buildings and  
improvements thereon, situated in that subdivision of the County of Klamath,  
State of Oregon, known as KLAMATH FALLS FOREST ESTATES, and designated on the  
official map as LOT NUMBER SIX (6) of BLOCK EIGHTY-EIGHT (88), Klamath Falls  
Forest Estates, Highway 66 Unit, situated in Sections 14, 15, 22, 23, 25,  
26, 27 35 & 36, T3&S, R11E W.M. also Sections 1, 2, 11 & 12, T3&S, R11E W.M.  
Klamath County, Oregon, said lot having such measurements and dimensions as  
shown on the official map of said subdivision.No title examination has been made by, or requested of,  
the undersigned Notary, and the description and figures  
used herein are as furnished by the parties hereto.

46979

THIS TRUST DEED,

ELWYN A. KAUFEL  
ROBERT D. BO  
and BANK OF KLAMAGrantor irrevocably  
Klamath

Lot 19, Block 1

which said described re-  
appurtenances and all of  
thereof and all fixturesFOR THE PURP  
sum of \$ 1646.10Beneficiary or order at  
the final payment of p

To Protect the Se

1. To protect, p  
condition and repair;  
improvement thereon  
property.2. To complete  
workmanlike manner  
constructed, damaged  
costs incurred therefo3. To comply  
nants, conditions and4. To keep the  
insured against loss,  
Beneficiary

The property shall remain mortgaged until the full payment of the note. It shall not be sold, alienated, or encumbered to the MORTGAGEE'S prejudice. If the debt, or any part of it, is not punctually paid at its maturity, and according to its tenor, it shall be lawful for the property mortgaged to be seized and sold under executory process issued by any court of competent jurisdiction, without appraisal, to the highest bidder, payable cash; MORTGAGOR hereby expressly dispenses with appraisal and confesses judgment in favor of any holder of the note, for its full amount with interest, and costs, including attorney's fees and all other amounts secured hereby.

MORTGAGOR shall pay all taxes assessed and all liens which may be asserted by any governmental authorities against the property before they become delinquent, and keep the buildings and improvements on it, or which may be placed on it, constantly insured against loss by fire and such other casualties as are covered by the Louisiana Standard Insurance Extended Coverage Form in an amount equal to the unpaid balance on the note, unless otherwise noted herein, in solvent insurance companies, and all deliver the policies and renewals of such insurance to the holder of the note. If MORTGAGOR fails to do so, the holder is authorized (but not obligated) to pay the taxes or liens, and cause such insurance to be effected, at MORTGAGOR'S expense. The holder shall become subrogated to all the rights and privileges of the governmental authorities to which taxes or liens were paid, and all sums expended in paying taxes, liens, fees, or insurance shall bear interest at the rate of eight (8%) per cent per annum from the date of disbursement, and be further secured by this mortgage to the additional amount of ten (10%) per cent of the original amount of the note.

If MORTGAGOR shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted to have MORTGAGOR adjudged an involuntary bankrupt, or proceedings be taken against MORTGAGOR looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in case MORTGAGOR should fail to pay the note, or any sum secured by this mortgage, or any part thereof, or the interest thereon, or the taxes, promptly when due, or to effect and keep in force insurance, or to transfer and deliver the policies, as herein provided, then, in any such event, all the indebtedness shall ipso facto, and without any demand or putting in default, become immediately due and exigible.

All parties signing the within instrument have declared themselves to be of full legal capacity.

Both the MORTGAGOR and MORTGAGOR'S spouse declared that they do expressly waive and renounce in favor of the holder of the note any homestead exemption or claim thereto, under the Constitution and laws of this State with respect to the property being mortgaged. The word "NOTE" as used above includes the several notes, if more than one is referred to, and that term includes all indebtedness secured hereby, including principal, interest, attorney's fees, and costs.

All the agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties.

Done and signed by the parties at my office in Baton Rouge, Louisiana, on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Betty Henry

*Kathy Boudreaux*  
Kathy Boudreaux

*William C. Rock*  
William C. Rock

*Marshall Ann Beatty Rock*  
Marshall Ann Beatty Rock  
GENERAL SECURITIES COMPANY, INC.

*Mary Larkin*  
Mary Larkin

*James S. Holliday, Jr.*  
James S. Holliday, Jr.

Notary Public

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of McCollister, Belcher, McCleary & Fazio

this 27th day of November A. D., 19 70 at 11:12 o'clock A M., and duly recorded in

Vol. M 70, of Book of Mortgages on Page 10591.

See #3.22

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By *Lara Mathis*  
WM. D. MILNE, County Clerk

*McCollister, Belcher, McCleary & Fazio*  
301 American Bank Bldg.  
352 Florida St. St. 6th 2706 Baton Rouge, La. 70821

46979

THIS TRUST DEED,

ELWYN A. KAUBEL  
ROBERT D. BO  
and BANK OF KLAMA

Grantor irrevocably  
Klamath

Lot 19, Block 1

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appurtenances and all o  
thereof and all fixtures

FOR THE PURP  
sum of \$ 1646.10

Beneficiary or order a  
the final payment of p

To Protect the Se

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condition and repair;  
improvement thereon  
property.

2. To complete  
workmanlike manner  
constructed, damaged  
costs incurred therefo

3. To comply  
nants, conditions and

4. To keep the  
insured against loss  
Beneficiary