

51734

FORM No. 105A—MORTGAGE—One Page Long Form

VOL. 111 PAGE 413

SN

THIS MORTGAGE, Made this 3d day of May, 1971,
by M. E. CUNNINGHAM and ROSE J. CUNNINGHAM, husband and wife,
Mortgagor,
to ALICE B. HERSHBERGER,
Mortgagee,

WITNESSETH, That said mortgagor, in consideration of - - - Two Thousand Four Hundred and 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 15 in Block 309 DARROW ADDITION, in the City of Klamath Falls, 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 one promissory note, of which the following is a substantial copy:

\$2,400.00

Klamath Falls, Oregon

May 3, 1971

Each of the undersigned promises to pay to the order of Alice B. Hershberger, at First Federal Savings and Loan Association, Klamath Falls, Oregon, - - TWO THOUSAND FOUR HUNDRED and 00/100 - - DOLLARS, with interest thereon at the rate of 8% per annum from May 15, 1971, until paid, payable in monthly installments of not less than \$25.00 in any one payment; interest shall be paid with principal and is included in the minimum payments above required; the first payment to be made on the 15th day of June, 1971, and a like payment on the 15th day of each month thereafter, until June 15, 1976, at which time the full unpaid balance, interest and principal, is due and payable; if any of said installments is not so paid, the whole sum of both principal and interest to 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.

s/ M. E. Cunningham

s/ Rose J. Cunningham

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 EXCEPT a prior mortgage to Equitable Savings & Loan Assn., to which this mortgage is second and junior,

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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee 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 he 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.

28-6

FORM No. 633—WARR

1967/50

KNOW

to grantor paid

does hereby gra
certain real prop
uated in the Co

Th
6

SU
vi
pag
sum
as
M.
mor

To Have an
And said gra
grantor is lawfully
easements and
on the land,

grantor will warrant
ful claims and dema

The true and
However, the actual
the whole consideration

In construing
WITNESS gra

STATE OF OREGON

Personally app

and w

and acknowl

(OFFICIAL SEAL)

NOTE—The sentence between

WARRA

PAY X

4570

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, it 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 a proceeding 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 or any lien, encumbrance 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 mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all 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.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, at such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 14th day of May, 1971, at 4:03 o'clock P.M., and recorded in book N 71 on page 4413, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

Deputy

Fee \$3.00

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

E. W. Willard & Co.,
3927 So. 6th St.,
City

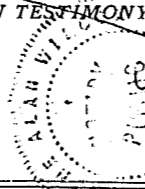
STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 6th day of May, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named M. E. Cunningham and Rose J. Cunningham, husband and wife,

known to me to be the identical individual 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.



Notary Public for Oregon.
My Commission Expires April 20, 1973.

36

28-623 51735
FORM No. 633-WARRANTY DEED.

1967/50

KNOW ALL MEN BY THESE PRESENTS, That husband and wife,

hereinafter called to grantor paid by BERNIS L. WHITT and ALIC

does hereby grant, bargain, sell and convey unto the said grantee certain real property, with the tenements, hereditaments and appurtenances situated in the County of Klamath and

The South 45 Feet of Lot 5 and 6, TONATEE HOMES, Klamath County

SUBJECT TO that certain Mortgage of certain Mortgages thereof, dated 2/5/60, page 624 Mortgage REcords, giving sum of \$14,000.00 with interest as may be provided therein, except M. Randle, husband and wife, to mortgage Grantees hereby expressed

To Have and to Hold the same unto the said grantee and And said grantor hereby covenants to and with said grantor is lawfully seized in fee simple of the above granted easements and restrictions and rights of on the land, and as above set out,

grantor will warrant and forever defend the above granted premises from and against all persons whomsoever, except the

The true and actual consideration paid for this transaction. However, the actual consideration consists of or includes of the whole consideration (indicate which).⁹

In construing this deed and where the context so requires, WITNESS grantor's hand this 13th day of

STATE OF OREGON, County of Klamath ss. Personally appeared the above named RAY K. and wife,

and acknowledged the foregoing instrument to be

Before me: Notary Public

(OFFICIAL SEAL)