28-611 52469 VOL M71 PAGE 5227 THE MORTGAGOR Rodney L. Gruell and Diana R. Gruell, husband and wife ł¢ 50 hereby mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, a Federal Corporation, here-inafter called "Mortgagee," the following described real property, situated 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: 10 Lots 16, 17 and 18 in Block 30 MALIN, in the City of Malin, Klamath County, Oregon. ايع. انت مين . ريمين میں ایک 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 Seven Thousand Six Hundred and no/100 CEL Contraction Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 61.25 on or ζ. 3 before the 10th day of each calendar month. -----.. commencing... July 10, 19 71 and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgager or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebted-ness 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 erocted 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 mortgage to the full amount of said indebtedness and then to the mortgager; all policies to be held by the mortgages. The mortgage to the property assigns to the mortgagee all right in all policies of insurace carried upon said property and in case of loss or damage to the property insured, the mortgagee the necessary, in payment of said indebtedness. In the event of forciosure all right of the mortgages in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies. ₹. ۴ policies. The mortgager further covenants that the building or buildings now on or hereafter erected upon said premises shall be kept in good repair, not altered, extended, removed or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgager agrees to pay, when due, all barse, assessments, and charges of every kin dote construction is hereafter commenced in mortgage or the nois and or the indebiddness or which becomes a prior lieb by operation of law, and to pay premiums on any life insu-ting adjugge or the nois and or the indebiddness or which becomes a prior lieb by operation of law, and to pay premiums on any life insu-and the second or whether the indebiddness or which becomes a prior lieb by operation of law, and to pay premiums on any life insu-and the second or whether the second to mortgage events the mortgaged property and insurance premiums while any part of the indebiddness secured hereby remains unpide, mortgagers. No inferest shall be paid mortgager on said emounts, and seed emounts hereby helding in anount equal to 1/12 of said yearly charges. No inferest shall be paid mortgager on a said emounts, and seed emounts hereby helding in mortgagers of any such bracch; and all expenditures in that behalf shall be secured by the mortgager and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgager and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgager on demand. ΝŪ IN II 12 N 4 12 14 :\*\* -----E ...... ~ 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 cation for loan executed by the mortgager, then the entire debt hereby secured shall, at the mortgagee's option, become immediately without notice, and this mortgage may be foreclosed. N without notice, and ints morigage may be received. The morigagor shall pay the morigage a reasonable sum as attorneys lees in any suit which the morigagee defends it the lien hereof or to foreclose this morigage; and shall pay the costs and disbursements allowed by law and shall sharp records and abstracting same; which sums shall be secured hereby and may be included in the docree of foreclosure, n to foreclose this morigage or at any time while such proceeding is pending, the morigagee, without notice, may apply appointment of a receiver for the morigaged property or any part thereof and the income, rents and profits thereform. or prosecutes to pay the cost of Upon bringing for and secure Ð consents to a personal deficiency judgment for any part of the debt hereby secured which shall Words used in this mortgage in the present tense shall include the future tense; and in the masculine genders; and in the singular shall include the plural; and in the plural shall include the singular. shall covenants and agreements herein shall be binding upon benefit of any successors in interest of the mortgages. Each of the 19 71 lst June Miana Pistal Suell ŝ STATE OF OREGON | 55 June THIS CERTIFIES, that on thi day of A. D., 19.71., before me, the undersigned, a Notary Public for said state personally appeared the within named RODNEY L. GRUELL AND DIANA R. GRUELL, husband and wife grantor to an trave to be the identical person.S... described in and who executed executed executed is an eliment and voluntarily for the purposes therein expressed. wledged to me that they N TESTMONY WITHEROF, I have hereunto set my hand and official set the day in the last of t Notary Public for the State of Notary Public for the State of scientific at Klamath Fails, Orego commission expires: 11-12-7 4 r.C. E OF OREGON grantor will ful claims a The i <sup>1</sup>However, 1 Part of the the whole Co In cor WITN

