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VOL 1171 PAGE 6648

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THIS MORTGAGE, Made this 23d day of June, 1971,  
by William K. Glodowski and Mildred K. Glodowski, husband and wife,  
to Ernest D. Freeman and Erna E. Freeman, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of - - - Twenty Three Thousand, Nine hundred Thirty 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 1 in Block 6 PLEASANT VIEW TRACTS, Klamath County, Oregon, EXCEPTING THEREFROM the East 100 feet and ALSO EXCEPTING THEREFROM that portion in the State Highway Right of Way Boundary as set forth in final judgment filed April 26, 1965 in Case No. 64-96 L, Circuit Court of the State of Oregon, for Klamath County.

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 TWO promissory notes of which the

\$ 17,058.50 Klamath Falls, Oregon June 23, 1971  
Each of the undersigned promises to pay to the order of Erna E. Freeman

at c/o First Federal Savings and Loan Assn.,  
Klamath Falls, Oregon  
- - Seventeen Thousand, Fifty-Eight and 50/100 - - - DOLLARS,  
with interest thereon at the rate of seven percent per annum from June 18, 1971, until paid, payable in monthly installments of not less than \$ 178.21 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 18th day of July, 1971, and a like payment on the 18th day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not 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 holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

Due \_\_\_\_\_, 19\_\_\_\_

At \_\_\_\_\_

\* Strike words not applicable.

No.

s/ William K. Glodowski  
s/ Mildred K. Glodowski

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heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of TWO promissory notes of which the

\$ 6,871.50 Klamath Falls, Oregon June 23, 19 71  
Each of the undersigned promises to pay to the order of Ernest D. Freeman  
c/o First Federal Savings and Loan Assn.,  
Klamath Falls, Oregon  
-- -- Six Thousand, Eight Hundred Seventy-One and 50/100 -- -- DOLLARS,  
with interest thereon at the rate of seven percent per annum from June 18, 1971 until paid, payable  
in monthly installments of not less than \$ 71.79 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 18th day of July, 19 71, and a like payment on the 18th day of each month  
thereafter, until the whole sum, principal and interest has been paid; if any of said installments is  
not 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 holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or  
action is filed hereon; however, if such suit or action is filed, the amount of such reasonable attorney's fees shall be  
fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.  
Due \_\_\_\_\_, 19 \_\_\_\_\_  
At \_\_\_\_\_  
\* Strike words not applicable. No \_\_\_\_\_  
a/ William K. Glodowski  
a/ Mildred E. Glodowski

FORM No. 217—INSTALLMENT NOTE (Oregon UCC). SSBE

STEVENS-NESS LAW PUB. CO. PORTLAND

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 pay-  
able 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 mort-  
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-  
gagee 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 satis-  
factory 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.

FORM No. 633—WARRANTY  
1967/50

KNOW ALL  
A. VAN COTT,

to grantor paid by

does hereby grant  
certain real prop-  
erty situated in the County  
of South  
feet; the  
ACRES, Klamath

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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, 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 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 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.

Any prepayments or advance payments will be divided in the following proportions:

71.2849% - Erna E. Freeman

28.7151% - Ernest D. Freeman

That mortgagees hold title herein as tenants in common in said proportions.

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

*William K. Glodowski*  
*Mildred K. Glodowski*

\*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, as 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

I certify that the within instrument was received for record on the 25th day of June, 1971, at 4:20 o'clock P.M., and recorded in book M-71 on page 648, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk - Title.

By Alice C. Frege

Fee \$8.50 Deputy.

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

TRANSACTIONS 4 TITLE

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 25th day of June, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named William K. Glodowski and Mildred K. Glodowski, husband and wife,

known to me to be the identical individuals 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.

58 Gwendolyn R. Schlumbohm

Notary Public for Oregon.

My Commission expires 7-21-73

WARRANTY DEED.

This Indenture Witnesseth, THAT

husband and wife, hereinafter referred to as the grantors, have bargained and sold, and by these

ERNA FREEMAN, her heirs and assigns, the following Oregon, to-wit:

Beginning at a point of Section 2, Township North 0°35' West, 10° said SE¼ of NW¼ of said West line a distance East, 135 feet; the South 89°25' West, a parcel of land in Section 2, Township 39

Subject to: Acreage the United States Liens and assessments, gation District, and irrigation rights, liens and a District.

The true and actual consideration

The foregoing recitation of consideration TO HAVE AND TO HOLD the her heirs and assigns forever. And grantees, her heirs and assigns that they are free from all incumbrances and that they will warrant and above set forth.

IN WITNESS WHEREOF, the this 18th day of

STATE OF OREGON, County of Personally appeared the above husband and wife and acknowledged the foregoing