

A-21016

FORM No. 691—MORTGAGE—(Survivorship) (Truth-in-Lending Series)

53751

VOL 117 PAGE 6689

THIS MORTGAGE, Made this 15th day of JUNE, 1971, by
CARL O. THOMPSON and GRACE M. THOMPSON, husband and wife,
to LOREN D. VERTNER and MAGDALENA VERTNER, husband and wife,

Mortgagees,
WITNESSETH, That said mortgagor, in consideration of the sum of FOUR THOUSAND SIX
HUNDRED FIFTY AND NO/100 DOLLARS—(\$4,650.00) Dollars
to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto
the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns
and the heirs of the survivor of them, those certain premises situate in the County of Klamath
and State of OREGON, and described as follows, to-wit:

The description of which is attached hereto, marked Exhibit
"A", and by this reference is incorporated and made a part
of this Mortgage as if fully set out herein.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-
wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed
or installed in or upon said described premises,

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of sur-
vivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of a certain promissory note in words
and figures substantially as follows:

\$ 4,650.00 Klamath Falls, Oregon, June 15th, 1971
Each of the undersigned promises to pay to the order of LOREN D. VERTNER and MAGDALENA
VERTNER, husband and wife,
and upon the death of any of them, then to the order of the survivor of them, at Pendleton, Oregon
FOUR THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS,
with interest thereon at the rate of SEVEN percent per annum from AUGUST 1, 1971 until paid, payable in
monthly installments, at the dates and in the amounts as follows: The sum of not less than
\$50.00 per month the first payment thereof to be due on August 1, 1971,
and a like payment on the 1st day of each and every month thereafter,

interest to be paid monthly and * in addition to the payments above required; said payments shall continue until the
whole sum hereof, principal and interest, has been paid; if any of said installments is not so paid, the whole sum of both principal and
interest shall 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 hereof, 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.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right
of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and
interest shall vest absolutely in the survivor of them.

/s/ LOREN D. VERTNER CARL O. THOMPSON
/s/ MAGDALENA VERTNER GRACE M. THOMPSON

* Strike words not applicable.

FORM No. 692—INSTALLMENT NOTE—Survivorship (Oregon UCC) SC

STEVENS-NESS LAW PUB. CO., PORTLAND

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagor" shall include mortgagors; the
singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made,
assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagees"
shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because
it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of
survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein
given to the mortgagees shall vest forthwith in the survivor of them.

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,
(b) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

And said mortgagor covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said
premises and has a valid, unencumbered title thereto except as hereinabove set forth in Exhibit

"A"

A-2106

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) 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(s) 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 hereafter be erected on the premises insured in favor of the mortgagees against loss or damage by fire, with extended coverage, in the sum of \$..... insurable value

in a company or companies acceptable to the mortgagees and will have all policies of insurance on said property made payable to the mortgagees as their interest may appear and will deliver all policies of insurance on said premises to the mortgagees as soon as insured; 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.

Now, therefore, if said mortgage shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note(s); it being agreed that if the mortgagor shall fail to make any payment or 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 mortgagees shall have the option to declare the whole amount unpaid on said note(s) 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 mortgagees may at their 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(s), without waiver, however, of any right arising to the mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagor neglects to repay any sums so paid by the mortgagees.

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 sums 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 such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagees, may 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 the mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successor in interest and assign of said mortgagor and of said mortgagees respectively.

The within Mortgage is subsequent, junior and inferior to that certain Mortgage, including the terms and provisions thereof, given by Loren D. Vertner and Magdalena Vertner, husband and wife, to the Director of Veterans' Affairs, dated December 3, 1969, recorded December 4, 1969, Volume M-69, Page 10055, Microfilm Records of Klamath County, Oregon, to secure the payment of \$17,100.00 which said Mortgage, Mortgagors herein have assumed and agreed to pay.

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

Carl O. Thompson
Grace M. Thompson

* Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable, Stevens-New Form No. 1305 may be used for disclosures under the Truth-in-Lending Act and Regulation Z.

MORTGAGE

(Survivorship)
(FORM No. 671)

TO

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the 19..... day of....., at..... o'clock..... M., and recorded in book..... on page....., Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title

By

Deputy.

Return

Loren D. Vertner
P.O. Box 993
Pendleton, Oregon
97801

STATE OF OREGON,

County of *Riverside*

BE IT REMEMBERED, That on this 25 day of JUNE, 1971, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named CARL O. THOMPSON and GRACE M. THOMPSON, husband and wife,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



OFFICIAL SEAL
CECILIA L. ORNELAS
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Commission Expires July 5, 1974

1012 E. 6th St., Corona, Calif. 91720

Cecilia L. Ornelas
Notary Public for Oregon
My commission expires 7-5-74

6691

EXHIBIT "A"

PARCEL ONE: A tract of land within that parcel of real property described in Volume 255 on page 626, Deed Records of Klamath County, Oregon and said tract being more particularly described as follows:

Beginning at a point on the Northerly boundary of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21, Township 39 South, Range 9 East of the Willamette Meridian from which the Northwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21 bears South 88 degrees 50 $\frac{1}{2}$ minutes West 1115.0 feet; thence South 0 degrees 10 minutes West 596.3 feet; thence South 89 degrees 40 minutes East 122.0 feet; thence North 0 degrees 10 minutes East 600.3 feet, more or less, to the Northerly boundary of the said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21; thence South 88 degrees 50 $\frac{1}{2}$ minutes West 122.0 feet along said boundary to the point of beginning, being in the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21.

PARCEL TWO: A tract of land within that parcel of real property described in Volume 255 on page 626, Deed Records of Klamath County, Oregon, said tract being more particularly described as follows:

Beginning at a point on the Northerly boundary of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the Section 21, Township 39 South, Range 9 East of the Willamette Meridian from which the Northwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 21 bears South 88 degrees 50 $\frac{1}{2}$ minutes West 1237.0 feet; thence South 0 degrees 10 minutes West, 600.3 feet, more or less, to the South boundary of said parcel described in above said Deed Records; thence South 89 degrees 40 minutes East 122.0 feet along said boundary; thence North 0 degrees 10 minutes East 604.3 feet, more or less, to the Northerly boundary of said South half of the Northwest quarter of said Section 21; thence South 88 degrees 50 $\frac{1}{2}$ minutes West 122.0 feet along said boundary to the point of beginning in the S $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 21.

PARCEL THREE: A tract of land within that parcel of real property described in Volume 255 on page 626, Deed Records of Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Northerly boundary of the said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21, Township 39, South, Range 9 East of the Willamette Meridian, from which the Northwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 21 bears South 88 degrees 50 $\frac{1}{2}$ minutes West 1359.0 feet; thence South 0 degrees 10 minutes West 604.3 feet, more or less, to the South boundary of said parcel described in above said Deed Records; thence South 89 degrees 40 minutes East 122.0 feet along said South boundary; thence North 0 degrees 10 minutes East 608.3 feet, more or less, to the Northerly boundary of the said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Section 21; thence South 88 degrees 50 $\frac{1}{2}$ minutes West 122.0 feet along said boundary to the point of beginning being in the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 21.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co

this 28th day of June A.D. 1971 at 3:08 o'clock P.M., and duly recorded in Vol. M-71 of Mortgages on Page 6689

Fee 4.50

WM. D. MILNE, County Clerk

By *James M. Kauter*

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