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FORM No. 104—MORTGAGE—One Page Long Form

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THIS MORTGAGE, Made this 6TH day of OCTOBER, 1971
by HILTON R. THOMAS, A SINGLE MAN, Mortgagee,
to M. A. CARTER AND JACQUELINE F. CARTER, HUSBAND AND WIFE, Mortgages,

WITNESSETH, That said mortgagor, in consideration of EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTY THREE AND 89/100 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:

ALL OF MORTGAGOR'S RIGHT TITLE AND INTEREST IN AND TO ALL LOTS AND BLOCKS IN TRACT 1003, THIRD ADDITION TO MOYINA, ACCORDING TO THE DULY RECORDED PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

THIS MORTGAGE IS INFERIOR, SECONDARY, AND MADE SUBJECT TO ANY PRIOR RECORDED MORTGAGE, OR MORTGAGES, IF ANY, ON ANY PART OR PARTS OF THE ABOVE DESCRIBED REAL ESTATE.

THIS MORTGAGE IS GIVEN AS ADDITIONAL SECURITY FOR (1) THAT CERTAIN MORTGAGE BETWEEN THE PARTIES HEREIN AND DATED SEPTEMBER 13, 1971 AND RECORDED SEPTEMBER 17, 1971, IN MORTGAGE VOLUME 71 PAGE 9904 IN KLAMATH COUNTY, OREGON MORTGAGE RECORDS, AND FOR (2) THE SUM OF \$959.86 (APPROXIMATELY) DUE ON A PRIOR LOAN BETWEEN THE PARTIES, SUCH BALANCE SECOND BALANCE (2) TO CARRY INTEREST AT 10% PER ANNUM FROM SEPTEMBER 27, 1971

ON ANY SINGLE LOT HEREIN MORTGAGED AS ADDITIONAL CONSIDERATION, OR ON ANY SINGLE LOT LISTED IN THAT CERTAIN MORTGAGE RECORDED IN VOLUME 71 PAGE 9904 AS ABOVE MENTIONED, A PARTIAL RELEASE FROM THE LIEN OF SUCH MORTGAGE AND THIS MORTGAGE WILL BE EXECUTED ON RECEIPT OF PAYMENT OF TWENTY FIVE HUNDRED DOLLARS (\$2500.00) PER LOT.

FIRST MONIES PAID SHALL BE APPLIED TO THE \$959.86 REFERRED TO ABOVE.

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 A promissory note, of which the following is a substantial copy:

\$ 17,800.00 KLAMATH FALLS, OREGON SEPTEMBER 13, 1971
SIXTY DAYS after date, I (or if more than one maker) we jointly and severally promise to pay to the order of M. A. CARTER AND JACQUELINE F. CARTER at KLAMATH FALLS, OREGON SEVENTEEN THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS, with interest thereon at the rate of 10% per annum from DATE until paid; interest to be paid AT MATURITY and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or an 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.

/s/ HILTON R. THOMAS

FORM No. 216—PROMISSORY NOTE.

STEVEN HESS LAW PUB. CO., PORTLAND, ORE.

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 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 fees payable first 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.

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