

8825 4 2 1446
58414

THE MORTGAGOR

Page 11994

DONALD O. BIEBER and GLENDA A. BIEBER, husband and wife

hereby mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, a Federal Corporation, hereinafter 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, to-wit:

All that portion of the E½SE¼ of Section 34, Township 39 South, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of SE¼SE¼ of said Section 34, running thence Westerly along the South line of Section 34, 640 feet; thence North 20° 10' West 31.5 feet; thence North 2° 50' East 754 feet; thence North 50° 49' West 175 feet, thence North 30° 53' West 325 feet; thence North 11° East 530 feet, more or less, to a point in the center line of the U.S.R.S. C-4 Canal; thence along the Center line of said Canal South 88° East 670 feet, more or less, to a point in the East line of the NE¼SE¼ of said Section 34 at a point 1725 feet North of the point of beginning; thence South 1725 feet to the point of beginning.

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 TWENTY NINE THOUSAND DOLLARS UNPAID AND NO/100

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 311.65 on or before the 15th day of each calendar month

commencing September 1971

and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebtedness 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 mortgagor covenants that he will keep the buildings now or hereafter erected 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 mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the mortgagor. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance covering said property and in case of loss or damage to the property insured, the mortgagor hereby assigns to the mortgagee as his agent to settle and adjust such loss of damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure of right of the mortgagee in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now 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 within six months from the date hereof of the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind levied or assessed against said premises, or upon this mortgage or the note and/or the indebtedness which it secures or any transaction in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or which becomes a lien by operation of law, and to pay premiums on any life insurance policy which may be required as collateral security to mortgagee, for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insuring a premium while any part of the indebtedness secured hereby remains unpaid. Mortgagor will defend and hold mortgagee on said premises, its heirs and assigns, and its estate, harmless from all claims, damages, costs and expenses, including reasonable attorney's fees, which may be incurred by mortgagee in the defense of any such claim, damages, costs and expenses. Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any other right or remedy herein given for any such breach, through its attorneys in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor on demand.

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 application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien herein or to foreclose this mortgage, and shall pay the costs and disbursements allowed by law and shall pay the cost of searching records and abstracting same, which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceedings are pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and neuter genders; and in the singular shall include the plural and in the plural shall include the singular.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon, this 10th day of November, 1971

Donald O. Bieber
Glenda A. Bieber

STATE OF OREGON
County of Klamath

THIS CERTIFIES, that on this 10th day of November, 1971, before me, a Notary Public for said state personally appeared the within named

DONALD O. BIEBER and GLENDA A. BIEBER, husband and wife

to me known to be the identical person described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of November, 1971.

James D. Baker
Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon.
My commission expires: 10-25-74

58432

58416

THIS TRUST DEED, in
JOHN R. DAVIS,

FIRST FEDERAL SAVINGS
existing under the laws of

58415

WARRANTY DEED TO CREATE

This Indenture With
husband and wife

have bargained and sold
JOHN R. DAVIS, JR.,
husband and wife, grantee

Lot 14 in
Falls, Or
the office

SUBJECT
E. P. Iv
recorded
Klamath
their h
right t
buildin
Additio
respect

The true and a
However, the actual
(Strike out the above)

TO HAVE AN
estate by the entire
their assigns, that
all incumbrances,

except those above

IN WITNESS
this 15th

STATE OF ORE
Personally
husband
and wife

11995

MORTGAGE

Mortgage

-To-
FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF
KLAMATH FALLS
Klamath Falls, Oregon

Mortgage

STATE OF OREGON
County of Klamath

Filed for record at the request of mortgagee on

October 15th 1954

at 54 minutes past 3 o'clock P. M.

and recorded in Vol. 11, 74 of Mortgages,

page 11, 94. Record of said County

County Clerk

By *Wagel Chagel*
Deputy

Filed 10/15/54 Mail to
FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF KLAMATH FALLS
Klamath Falls, Oregon

58432

58416

THIS TRUST DEED, in
JOHN R. DAVIS,

FIRST FEDERAL SAVINGS
existing under the laws of

58415

WARRANTY DEED TO CREATE E

This Indenture With
husband and wife

have bargained and sold
JOHN R. DAVIS, JR.,
husband and wife, grantee

Lot 14 in
Falls, Or
the office

SUBJECT
E. P. Iv
recorded
Klamath
their h
right t
buildin
Additio
respect

The true and a
However, the actual
(Strike out the above)

TO HAVE AND
estate by the entire
their assigns, that
all incumbrances,
except those above

IN WITNESS
this 15th

STATE OF OR
Personally
husband
and wife