

THIS INDENTURE WITNESSETH: That JAVIE F. GRANADOS and TYYNE M. GRANADOS, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of Seventeen Thousand Dollars (\$17,000.00), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto PEARL NASON

of the County of KLAMATH, State of OREGON, the following described premises situated in KLAMATH County, State of OREGON, to-wit:

(32) LOTS 4 and 5 in BLOCK 18 of INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, Oregon.

This mortgage subject to prior mortgage of Bank of Klamath Country in the amount of \$8,000.00.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said PEARL NASON

her heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Seventeen Thousand Dollars (\$17,000.00) in accordance with the terms of that certain promissory note of which a substantial copy is attached hereto marked Exhibit "A" and by this reference made a part hereof. 36 J.F.G.

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 except as above set forth

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 loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered 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. 36 J.F.G.

This is a second mortgage and subject to a first mortgage in favor of Bank of Klamath Country. Any default in the terms and provisions of the first mortgage shall constitute a default of the terms and provisions of this second mortgage.

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).

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, the feminine 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.

16 J.F.G.

Witness their hand S. this 10th day of May, 1972

*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.

Javier F. Granados
Tyne M. Granados

MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON,
County of

I certify that the within instrument was received for record on the 19th day of May, 1972, at 10 o'clock M., on page 10 of Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title.

Deputy.

By AFTER RECORDING RETURN TO

Pearl Nason
4104 Bisbee
Klamath Falls, Oregon 97601

STATE OF OREGON,

County of KLAMATH

BE IT REMEMBERED, That on this 10th day of May, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JAVIER F. GRANADOS and TYNE M. GRANADOS,

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.

Justin D. Stule
Notary Public for Oregon.
My Commission expires 8/27/75



5364

\$17,000.00

May 10, 1972

For value received we promise to pay to the order of PEARL NASON; Seventeen Thousand Dollars (\$17,000.00) in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 7% from the date hereof until paid. Principal and interest payable as follows: Commencing on June 1, 1972 the sum of \$100.00 per month including interest and the sum of \$100.00 per month each and every month thereafter until January 1, 1973; commencing on January 1, 1973, the sum of \$150.00 per month including interest at the rate of 7% per annum and a like sum on the first day of each and every month thereafter until a mortgage with the Bank of Klamath Country in the amount of \$8,000.00 is paid in full, at which time the payment under this note will increase to \$300.00 per month which shall include interest, taxes and insurance; if any of said installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. In case suit or action is instituted to collect this note, or any portion thereof, Javie F. Granados and Tyyne M. Granados promise to pay such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action, including attorneys fees on appeal.

/s/ Javie F. Granados
JAVIE F. GRANADOS

/s/ Tyyne M. Granados
TYYNE M. GRANADOS

16
J.F.G.

Exhibit "A"

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~at~~ ~~the~~ ~~county~~ ~~clerk's~~ ~~office~~
this 19th day of May A.D., 19 72 at 11:09 o'clock A.M., and duly recorded in
Vol. M. 72, of MORTGAGES on Page 5362
FEE \$4.00

WM. D. MILNE, County Clerk

By Glenn D. Dugan