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REAL ESTATE MORTGAGE

28-1838
This Indenture, Made this 8th day of May, 1972, between WILLIAM WEINBERG, as Trustee of ELIZABETH ROBIN WEINBERG TRUST, created on the 12th day of August, 1971, hereinafter called 'mortgagor' and THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a corporation organized under the laws of the State of New Jersey, having its principal place of business at Newark, New Jersey, hereinafter called "mortgagee,"

WITNESSETH, That the mortgagor does by these presents, give, grant, bargain, sell, convey and warrant unto said mortgagee, the following described real property, situate in the County of Klamath, State of Oregon, to wit:

Two tracts of land located in the Southeast Quarter of Section 5, Township 39 South, Range 9 East of the Willamette Meridian described as follows:

Parcel 1: Beginning at a point which is 69 feet North 01° 29' 10" East of the quarter corner common to Section 5 and Section 8, Township 39 South, Range 9 East of the Willamette Meridian; thence North 01° 29' 10" East a distance of 481 feet; thence South 88° 46' 10" East a distance of 1313.30 feet; thence South 01° 22' 30" West a distance of 481 feet; thence North 88° 46' 10" West 1314.27 feet to the point of beginning.

Parcel 2: Beginning at a point which is 1374.40 feet South 88° 46' 10" East of the quarter corner common to Section 5 and Section 8, Township 39 South, Range 9 East of the Willamette Meridian; thence South 88° 46' 10" East a distance of 353.15 feet; thence North 28° 57' 50" East a distance of 395.42 feet; thence North 88° 46' 10" West a distance of 536.30 feet; thence South 01° 22' 30" West a distance of 350.00 feet to the point of beginning.

Parcel 3: Lots 5 and 6, Block 37, of the Original Town of Linkville (now City of Klamath Falls), Oregon.

Subject to Pacific's encroachment on street.

Klamath Falls

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together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the premises and together with all of the rents, issues and profits thereof; also including herein the party walls, if any, on each or any side of the premises, and the agreements respecting the same, and all rights in or to such party walls or under the agreements respecting the same.

It is covenanted and agreed that all trees and shrubs, awnings, door and window screens, mantels, linoleum which is glued to the floor, and all plumbing, lighting, heating, cooling, ventilating, cleaning, elevating, watering and irrigating apparatus and fixtures, which are now or may hereafter be installed or placed in or used in connection with the said premises, by said mortgagors or either of them, or by any of their successors or assigns, shall be deemed and considered to be accessions to the freehold and a part of the realty, and subject to the lien of this mortgage.

This Instrument Is Intended As A Mortgage to secure the performance of the covenants and agreements herein contained, and the payment of the debt represented by one note, of even date herewith, in the principal sum of Eight Hundred Thirty Eight Thousand Dollars (\$ 838,300) made by the mortgagor to the order of the mortgagee, with interest as therein provided, and due as therein provided, and also such sums as may be advanced or loaned by the mortgagee to the mortgagor, or any of his successors or assigns, together with interest thereon at such rate as shall be agreed upon.

Said note matures on the 1st day of April, 2002.

The mortgagor covenants lawful seisin of the premises in fee simple, good right and lawful authority to convey and mortgage the premises in the manner and form aforesaid, that the premises are free from incumbrances, that they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

The mortgagor further covenants and agrees:

To pay all debts and moneys secured hereby, when from any cause the same shall become due;

To keep the premises free from statutory liens of every kind; to pay, at least ten days before delinquency or before they begin to bear interest, all taxes and assessments that may be levied, assessed or imposed upon the premises, or any part thereof, and to procure and deliver to the mortgagee within said time the official receipt of the proper officer showing payment thereof;

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To pay, before delinquency, so much of all taxes and assessments levied or imposed upon this mortgage or the debt secured thereby, or any part thereof, or upon the interest of the mortgagee in the premises, as shall not, when added to the interest stated in said note, exceed the amount of interest which may lawfully be agreed upon in writing (but this covenant shall not apply to state or federal income taxes);

To complete all buildings in course of construction or about to be constructed thereon within six (6) months from the date hereof in accordance with the agreement heretofore made between the parties hereto;

To keep all buildings and improvements now or hereafter placed on the property in good repair, to the satisfaction of the mortgagee, and unceasingly insured against loss or damage by fire or other hazards to the extent of the full insurable value thereof, in manner and form satisfactory to the mortgagee; to have all insurance policies whatsoever affecting the property made for the benefit of the mortgagee with standard mortgage loss clauses therein, and to deposit them with the mortgagee, and also all renewals thereof, at least five (5) days before the expiration of the old policies; and to pay all premiums and charges on all such insurance when due. It is agreed that in case of payment of any policy or any part thereof, the mortgagee may elect to apply such payment upon the debt hereby secured or to use it in rebuilding or restoring the premises. Upon the payment of the mortgage debt in full, the mortgagee shall execute and deliver to the mortgagor, or the payer, a proper satisfaction of the mortgage for record at the latter's expense.

Should the mortgagor be or become in default in any of the foregoing covenants or agreements, then the mortgagee (whether electing to declare the whole debt hereby secured due and collectible or not) may perform the same, and all expenditures made by the mortgagee in so doing, including advancements for keeping said premises in good repair or for protection, in any manner, of the premises, or income, or profits thereof, or made under any of the covenants or agreements herein, shall draw the highest rate of interest that may now lawfully be contracted for in writing, and all such expenditures shall be repayable by the mortgagor, without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part payments or advances made by the mortgagee for any of the purposes herein referred to. The mortgagee shall be the sole judge of the state of repair of any buildings or improvements thereon, and the necessity of incurring expense of such repair, or for the protection of said premises, and the payment or advancement thereof by the mortgagee shall establish his right to recover the amount so paid or advanced with said interest.

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The mortgagee may, at any time, without notice, release portions of the premises from the lien hereof, without affecting the personal liability of any person for the payment of said debt, or the lien hereof upon the remainder of the premises, for the full amount of the debt hereby secured then remaining unpaid.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured or in the performance of any of the covenants herein contained, or if any law shall be passed imposing on the mortgagee the payment of the whole or any part of the taxes or assessments which the mortgagor agrees to pay, or if any court of competent jurisdiction shall render a decision that the mortgagor's undertaking to pay any such taxes or assessments is legally inoperative, or if any court of competent jurisdiction shall render a decision to the effect that this mortgage is not a first lien on the said described property, and the whole thereof, then the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver of the right to exercise such option in case of any default.

In case of any default in the payment of the sums secured hereby or in the performance of the covenants herein contained, whether the indebtedness is thereby matured or not, and this mortgage, with the evidence of the debt it secures, is turned over to attorneys for collection, adjustment or settlement, or in case of any action to foreclose this mortgage or to collect any charge growing out of the debt hereby accrued or in any suit which the mortgagee may be obligated to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such collection, adjustment, settlement or suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

The rents, issues and profits of the property, to and until the maturity of the debt secured hereby, either by lapse of time or by reason of default of the mortgagor, shall belong to the mortgagor, but upon such maturity for any cause, the mortgagee shall have the right forthwith to enter into and upon the premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collections, upon the debt hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits. The mortgagor further warrant and covenant that the right to receive and collect rents, issues, and profits on the premises has not been assigned to any third party, but is and shall be subject completely to the lien of this mortgage.

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The covenants and agreements herein are joint and several, and binding upon our, and each of our, successors in interest, and shall inure to the benefit of any successors in interest of the mortgagee.

Witness:

William Weinberg, Trustee
William Weinberg, As Trustee of
Elizabeth Robin Weinberg Trust,
Created on August 12, 1971.

State of California)
County of Los Angeles) ss.

TO 447 C
(Individual)

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On May 8, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared William Weinberg, as Trustee of the Elizabeth Robin Weinberg Trust created on August 12, 1971,

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature *Mildred Manning*

Name (Typed or Printed)



(This area for official notarial seal)

My Commission expires

(re-recorded - was recorded as one instrument - should have been two see Vol M 72 STATE OF OREGON; COUNTY OF KLAMATH; ss. pg 5370)

Filed for record at request of TRANSAMERICA TITLE INS. CO
this 19th day of May A. D., 1972 at 11:27 o'clock A.M., and duly recorded in
Vol. M 72, of MORTGAGES on Page 5365

Fee \$ 10.00

WM. D. MILNE, County Clerk

By *Wm D Milne*

personally appeared
the

of

who, I am satisfied, is the person who has signed the within instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of