

35358

FORM No. 105A—MORTGAGE—One Page Long Form

Vol. 11 Page 6645

SN

THIS MORTGAGE, Made this 15th day of June, 1972
 by THELMA BERLIE, a married woman Mortgagee,
 to NOAH A. SCARBERRY and LEONE B. SCARBERRY, husband and wife, joint tenants Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Five Thousand Nine Hundred Fifty
and no/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 cer-
 tain real property situated in Klamath County, State of Oregon, bounded and described as
 follows, to-wit:

The East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the North $\frac{1}{2}$
 of the Southwest $\frac{1}{4}$ of Section 19, Township 34 South, Range 12 East,
 Willamette Meridian.

EXCEPTING 20 feet easement along the Easterly line of said land for Road
 and Utilities.

Together with all and singular the tenements, hereditaments and appurtenances thereunto 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 promissory note, of which the

\$5,950.00

Long Beach

California,

June 15

1972

~~After date~~ for value received. I promise to pay to

NOAH A. SCARBERRY and LEONE B. SCARBERRY, husband and wife, joint tenants - - - - or order,
 at Long Beach, California

the sum of Five Thousand Nine Hundred Fifty and no/100 - - - - Dollars,
 with interest thereon from date until paid, at the

rate of eight (8) per cent. per annum, payable principal and interest in installments of
Fifty Nine and 50/100 Dollars
 or more on the 20th day of each calendar month, beginning on the 20th
 day of June, 1972 and continuing until the 20th day of
June 1975 on which day the entire balance of principal, with the unpaid
 interest thereon, shall become due and payable.

Should interest not be so paid, it shall become part of the principal and thereafter bear like interest therewith.
 Should default be made in payment of interest when due, the whole sum of principal and interest shall, at the
 option of the holder of this note, become immediately due. Principal and interest payable in lawful money of
 the United States. This note is secured by a mortgage upon real property.

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 THELMA BERLIE

Insurance as provided by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-
 gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
 gagee 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 satis-
 factory 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.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 (a) ~~for the purchase of, or for the improvement of, real estate, or for the acquisition of agricultural equipment (tools, implements and fixtures), or~~
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, it 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.

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

Thelma Berlie
 Thelma Berlie

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.

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,
 County of Klamath ss.
 I certify that the within instrument was received for record on the 20th day of June, 1972, at 11:55 o'clock A. M., and recorded in book M72 on page 6645, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK Title

By *Lucia Quintale* Deputy
 FEE \$4.00

STEVENS-NESS LAW FIRM, P.C., PORTLAND, ORE.

WHEN RECORDED RETURN TO:

KELLY ESCROWS, INC.

4010 Orange Avenue

Long Beach, Calif. 90807

Tel. 426-1757

ESCROW #4835

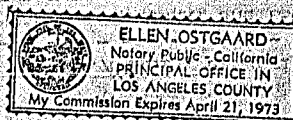
California
 STATE OF OREGON

County of Los Angeles ss.

BE IT REMEMBERED, That on this 15th day of June, 1972, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Thelma Berlie

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.



Ellen Ostgaard
 Notary Public for Orange California
 My Commission expires April 21, 1973