

65940 THE MORTGAGOR

KERNS BROTHERS REAL ESTATE, a co-partnership, consisting of:

James William Kerns, John Paul Kerns and Robert B. Kerns

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:

A portion of Tracts 32 and 33A of Enterprise Tracts described as follows:

Beginning at the three quarter inch iron pipe marking the Southeast corner of said Tract 32 of Enterprise Tracts; thence Northwesterly along the arc of a curve to the right, having a central angle of 33 degrees 41' 15" and radius of 170.0 feet, a distance of 99.95 feet; thence N. 55 degrees 52' 30" W. a distance of 80.29 feet to the Easterly line of Austin St.; thence S. 34 degrees 07' 30" W. along said line a distance of 87.56 feet to the North line of said Tract 33A; thence continuing S. 34 degrees 07' 30" W. along the Easterly line of Austin St. a distance of 53.32 feet to the Northwesterly corner of parcel conveyed to Abby's Pizza Inns, by deed recorded in Vol. M-72 page 6088; thence S. 55 degrees 52' 30" E. along the Northwesterly line of said parcel a distance of 251.66 feet; thence S. 0 degrees 21' 15" W. parallel with the East line of said Tract 33A, a distance of 6.0 feet; thence S. 34 degrees 07' 30" W. a distance of 95.05 feet; thence N. 55 degrees 52' 30" W. a distance of 255.0 feet

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

EIGHTY THREE THOUSAND AND NO/100

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 694.70 on or before the 15th day of each calendar month

commencing November 15, 1972

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 mortgagee. The mortgagor hereby assigns to the mortgagee all rights in all policies of insurance carried upon said property and in case of loss or damage to the property insured, the mortgagor hereby appoints the mortgagee as his agent to settle and adjust such loss or damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right of the mortgagor 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 on 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 thereon within six months from the date hereof or 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 transactions in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or which becomes a prior lien by operation of law; and to pay premiums on any life insurance policy which may be assigned as further security to mortgagee; that 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 insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagee on the date installment on principal and interest are payable an amount equal to 1/12 of said yearly charges. No interest shall be paid mortgage on said amount, and said amounts are hereby pledged to mortgagee as additional security for the payment of this mortgage and the note hereby secured.

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; and all expenditures 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 hereof 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 proceeding is 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 28th day of June, 1972

STATE OF OREGON ss
County of Klamath

THIS CERTIFIES, that on this day of A. D. 19, before me, the undersigned, a Notary Public for said state personally appeared the within named

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon.
My commission expires:

7410

to the Easterly line of Austin St.; thence S. 34 degrees 07' 30" W. along said Easterly line a distance of 154.13 feet to the Northwesterly corner of parcel conveyed to Safeway Stores, Inc.; thence S. 55 degrees 52' 30" E. along the Northerly line of said Safeway parcel, a distance of 451.18 feet; thence No. 34 degrees 07' 30" E. a distance of 9.80 feet to the East line of said Tract 33A; thence N. 0 degrees 21' 45" E. along said line a distance of 497.64 feet to the point of beginning.

Also the North half of Lot B of the Re-Subdivision of Tract 24 of Enterprise Tracts.

MORTGAGE

Mortgages

-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

at minutes past o'clock M.

and recorded in Vol. of Mortgages.

page Records of said County

County Clerk

By *Robert B. Kerns* Deputy

Mail to
FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF KLAMATH FALLS
Klamath Falls, Oregon

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 5 day of July, 1972, before me James D. Bocchi, the undersigned officer, personally appeared James William Kerns, John Paul Kerns and Robert B. Kerns, who acknowledged themselves to be members of KERNS BROTHERS REAL ESTATE, a co-partnership, and that they, as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as co-partners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

James D. Bocchi
Notary Public for Oregon

My commission expires 10-25-74

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Klamath County
this 7th day of July, A. D., 19 72 at 3:34 o'clock P. M., and duly recorded in
Vol. M72 of Mortgages on Page 7409

Fee \$4.00

By *WM. D. MILNE* County Clerk