

THIS MORTGAGE, Made this 4th day of August, 1972
by SAMUEL PONTON and MERLA PONTON, husband and wife as tenants by its entirety—
to CONSTANT V. BASTIEN and NANCY G. BASTIEN, husband and wife as tenants by the entirety

hereinafter called Mortgagor,
hereinafter called Mortgagee,
WITNESSETH, That said mortgagor, in consideration of THREE THOUSAND EIGHT HUNDRED NINETY FIVE
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 certain real property situated in KIAMATH County, State of Oregon, bounded and described as follows, to-wit:
Lot 12 in Block 17, KIAMATH FALLS FOREST ESTATES, highway 66 unit, Plat No. 1, Klamath County, Oregon.

Should the Trustor herein sell, convey, transfer or in any way alienate themselves from the property herein described, or any portion thereof, prior to the maturity of the note secured by this Mortgage, the entire amount of principal and interest then unpaid shall become immediately due and payable.

Together with all and singular the tenements, hereditaments and appurtenances thereto 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 a certain promissory note, described as follows:

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).

And said mortgagor further 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.

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.

THIS IS A PURCHASE MONEY MORTGAGE.

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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$none, unimproved property, in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. 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 proceedings 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 of 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 such 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

STATE OF California, County of Los Angeles, ss:

Personally appeared the above named SAMUEL PONTON and MERLA PONTON, who acknowledged the foregoing instrument to be a voluntary act and deed, before me: Nancy Westally, Notary Public for California. My commission expires: April 25, 1976.

OFFICIAL SEAL
NANCY WESTALLY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 25, 1976

MORTGAGE

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STATE OF OREGON,

County of

I certify that the within instrument was received for record on the

day of , 19

at o'clock M., and recorded

in book on page

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

By

Deputy

By

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\$3,895.00

Lancaster

California August 4 1972

Each of the undersigned promises to pay to the order of CONSTANT V. BASTIEN and NANCY G. BASTIEN, husband and wife as tenants by its entirety

at Lancaster, California

THREE THOUSAND EIGHT HUNDRED NINETY FIVE AND NO/100 DOLLARS,

with interest thereon at the rate of 6.0% percent per annum from July 15, 1972 until paid, payable in monthly installments of not less than \$ 25.00 in any one payment; interest shall be paid

monthly and ~~the~~ the minimum payments above required; the first payment to be made

on the 15th day of August 19 72, and a like payment on the 15th day of each and every

month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is

not paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the

holder of this note. If this note is placed in the hands of an attorney for collection, each of the undersigned promises

and agrees to pay holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or

action is filed hereon; however, if such suit or action is filed, the amount of such reasonable attorney's fees shall be

fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Samuel Ponton

Merla Ponton

* Strike words not applicable.

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FORM No. 217—INSTALLMENT NOTE (Oregon UCC). SSBE

STEVENS-REED LAW FIRM CO. PORTLAND

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO

this 17th day of AUGUST A. D. 1972 at 4:05 o'clock P.M., and

duly recorded in Vol. M. 72, of MORTGAGES on Page 9258

W. D. MILNE, County Clerk

FEE \$4.00

By Hazel Drayton