Vol. 77 Page 10326 FORM No. 105A-MORTGAGE-One Page Long Form, THIS MORTGAGE Made this 11th day of September by TONY JOSEPH, a single man, to JAMES P. DWYER WITNESSETH, That said mortgagor, in consideration of One Thousand Eight Hundred and 00/100 ----- 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 Klamath County, State of Oregon, bounded and described as follows, to-wit: 🎉 Lot 17, Block 50, City of Malin, Klamath County, Oregon. 9 B 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 appurtenences unto the said mortgagee, his heirs, executors, administrators and assigns forever. This mortgage is intended to secure the payment of 1 promissory note, of which the following is a substantial copy: Malin, Oregon \$ 1,800.00 <u>.</u> I (or it more than one maker) we, jointly and severally, promise to pay to the order of James P. Dwyer.... at Merrill, Oregon One Thous and Light Hundred and 00/100 --- DOLLARS
with interest thereon at the rate of 0 3/4 percent per annum from Oct. 1: 1972 until paid, payable in monthly installments of not less than \$ 50.00 in any one payment; interest shall be paid non thly and November /s/ Tony Joseph SN Sievens Ness Law Publishing Co., Po FORM No. 217—INSTALLMENT NOTE, And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully selzed in the simple of said premises and has a valid, unencumbered title thereto and will warrant and lotever detend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) remains unpaid he will pay all taxes, assessments and other charges of to the terms thereof; that while any part of said note(s) remains unpaid he will pay all taxes, assessments and other charges of the terms thereof; that while any part of said property, or this mortgage or the note(s) above described, when due and every nature which may be levied or assessed against said property, or this mortgage or the note(s) 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 payable for may become liens on the premises of any part thereof superior to the lien of this mortgage; that he will keep the mortgage against loss or damage by fire in the now on or which may be hereafter erected on the premises insured in layor of the mortgage, and will have all policies of insurance on said property made payable to the mortgage as his interest may appear and will deliver all policies of insurance on said premises to the mortgage as soon as insured; 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. 1000

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said notes(s) 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(s); it being agreed that a failure to perform any covenant herein, or it proceeding of any kind be taken to forcelose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note(s) 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 mortgage may at his option do so, and any payment so made shall be added to and become premium as above provided for, the mortgage, and shall bear interest at the same rate as said note(s) without waiver, however, of a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note(s) without waiver, however, of any right arising to the mortgage for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums any right arising to the mortgage or breach of covenant. And this mortgage may sums so paid by the mortgage. In the event of any suit or action being instituted to forcelose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law suit or action being instituted to forcelose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's lees in such suit or action, together with the reasonable and such sum as the court may adjudge reasonable as plaintiff's attorney's lees in such suit or action, together with the reasonable and signs of said mortgage to title reports and title search, all sums to be secured by the lien of this mortgage,

said trust.

In construing this mortgage, it is understood that the mortgage or mortgage may be more than one person; that it the In construing this mortgage, it is understood that the mortgage may be more than one person; that it the construing this include the plural, the masculine, the leminine and the neuter, context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the leminine and the neuter, context and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written. Executed in the presence of Tony Josey (SEAL) (SEAL) (SEAL)

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STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 11 Ch. before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Tony Joseph 19...7.2,

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

9. Vilamo, Brice Wilbur O. Brickner

Notary Public for Oregon My commission expires Oct. 29, 1975

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Willen O, Bricana Notary Public for Oregon.
My Commission expires. Oct. 29, 1975

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