

70003

THE MORTGAGOR *m* Vol. 12 Page 12722

J. BRUCE OWENS AND E. MARIE OWENS, husband and wife

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:

Lot 6, 7, 8 and the Easterly 10 feet of Lot 9, Block 4 MOUNTAIN VIEW ADDITION, Klamath County, Oregon.

10/13 3 PM 1972

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

THIRTY NINE THOUSAND AND NO/100

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$259.35 on or before the 10th day of each calendar month,

commencing April 10, 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 and other hazards, in such companies as the mortgagor 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 unpaid indebtedness and then to the mortgagor; all policies to be temporary and in case of non-payment, the mortgagor hereby assigns to the mortgagee all rights in all policies of insurance carried upon the property and in case of loss or damage to the property insured, as may be necessary, in payment of said indebtedness. In the event of foreclosure all right and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure the right to assign and transfer said of the mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagor the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now 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 under construction thereon within six months from the date hereof or the date of the first payment is hereinafter commenced. The mortgagor agrees to pay 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, by any means or in any other manner which may be allowed by law to the lien of this mortgage or which becomes a premium by operation of law; and to pay premiums on any life insurance policy which may be issued as further security to mortgagee; that for the purpose of making regular for the prompt payment of all taxes, assessments, and premiums, the mortgagor will charge, held or assessed against the mortgaged property and premises, premiums while any part of the indebtedness secured hereby remains unpaid, and the mortgagor will pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of all yearly charges. No interest shall be paid over and 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 so incurred by the mortgagee and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be payable 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 obtaining same, which sum shall be secured hereby and may be paid in the decree of foreclosure. Upon bringing action to foreclose this mortgage 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 1st day of November, 1972

STATE OF OREGON
County of Klamath

THIS CERTIFIES that on this 1st day of November, 1972, before me, the undersigned, a Notary Public for said state personally appeared the within named

A. D. 1972, before me, the undersigned, a Notary Public for said state personally appeared the within named

J. BRUCE OWENS AND E. MARIE OWENS, husband and wife

to me known to be the identical persons described in and who executed the within instrument and acknowledged to me that they

executed the same freely and voluntarily for the purposes therein expressed.

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

James D. Boche
Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon
My commission expires 10-25-74

10/3 4 PM 1972

above
to me
and ack
and pur
the seal

WIT
Approved:

12723
MORTGAGE

Mortgagors

To—
FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF

KLAMATH FALLS

Klamath Falls, Oregon

Mortgagee

STATE OF OREGON } ss

County of Klamath

Filed for record at the request of mortgagee on

NOVEMBER 3 1972

at 116 minutes past 3 o'clock P.M.

and recorded in Vol. M 72 of Mortgages.

page 12722 Records of said County

W.M. D. MILNE County Clerk

By *W.M. D. Milne* Deputy

Mail to

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

FEE \$ 4.00