

FORM No. 10A—MORTGAGE—One Page Loan Form

THIS MORTGAGE, Made this 15th day of December, 19 72,
 by RICHARD L. GIDDENS and MARGARET GIDDENS, husband and wife Mortgagor,
 to ALBERT N. MCCOLLOCH and MATRICE E. MCCOLLOCH, husband and wife Mortgagee.

WITNESSETH, That said mortgagor, in consideration of THREE THOUSAND, THREE HUNDRED FIFTY and no/100ths 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:

S 1/4 NW 1/4 SW 1/4 Section 19, Township 33 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

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 one promissory note, of which the following is a substantial copy:

\$ 3,350.00 Salem, Oregon December 15, 1972
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of ALBERT N. MCCOLLOCH and MATRICE E. MCCOLLOCH, husband and wife at a place designated by holder THREE THOUSAND, THREE HUNDRED FIFTY and no/100ths DOLLARS, with interest thereon at the rate of six percent per annum from January 1, 1973 until paid, payable in monthly installments of not less than \$60.00 or more any one payment; interest shall be paid monthly and the minimum payments above required; the first payment to be made on the 1st day of February 1973, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an 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.
 * Strike words not applicable.

And said mortgagee covenants to and with the mortgagor, his heirs, executors, administrators and assigns, that he will keep the premises insured against fire and theft by a fire and theft insurance company or companies as the mortgagee may designate, and will have all policies of insurance on said premises in good repair and will not commit or suffer any waste of said premises.

And will warrant and forever defend 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 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 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 and improvements on the premises insured against fire and theft by a fire and theft insurance company or companies as the mortgagee may designate, and will have all policies of insurance on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgage 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 if 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(s) or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagee 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(s) 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 mortgagee 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 mortgagee agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, 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 mortgagee 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 mortgagee or mortgagees 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 mortgagee has hereunto set his hand and seal the day and year first above written.

Executed in the presence of

Richard L. Giddens (SEAL)

Margaret Giddens (SEAL)

(SEAL)

(SEAL)

MORTGAGE

(FORM No. 189A)

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STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 18th day of December, 1972, at 11:26 o'clock A.M., and recorded in book M 12, page 11509, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk-Recorder

By *Harold Dwyer* Deputy

RECEIVED LAW PUB. CO., PORTLAND

FEES \$ 4.00

Albert McCallister
873, Laurel Prairie Ave
Salem Oregon 97302

STATE OF OREGON,

County of Marion

BE IT REMEMBERED, That on this 12th day of December, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *RICHARD L. GIDDENS and MARGARET GIDDENS*

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Richard L. Giddens
Notary Public for Oregon
My Commission expires 12-21-73