

28-4419

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MORTGAGE

h2 THIS MORTGAGE, Made the 26th day of February, 19 73

by
----- TRANS WESTERN EXPRESS, INC., an Oregon Corporation, -----
Mortgagors, unto COLUMBIA MORTGAGE CO., an Oregon Corporation, Mortgagee,

WITNESSETH: That the said Mortgagors, in consideration of the sum of THREE HUNDRED THOUSAND AND NO/100 -----
----- (\$ 300,000.00) ----- Dollars,

the receipt of which is acknowledged; and for the purpose of securing the repayment of said sum with interest, and the performance of the covenants hereinafter contained, do hereby grant, convey, mortgage and warrant unto the said Mortgagee the lands, premises and property situated in the County of Klamath and State of Oregon, described as follows, to-wit:

PARCEL I:

Lots 9B, 10A, 10B, 11A, 11B and 12A, Block 3, RAILROAD ADDITION
IN THE CITY OF KLAMATH FALLS.

PARCEL II:

Lots 12B, 13A, 13B, 13C, 14A and 14B, Block 3, RAILROAD ADDITION
IN THE CITY OF KLAMATH FALLS.

PARCEL III:

Lots 15A, 15B, 15C, 16A and 16B, Block 3, RAILROAD ADDITION IN
THE CITY OF KLAMATH FALLS.

TO HAVE AND TO HOLD the granted premises and property, together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises including all buildings and improvements thereon (or that may hereafter be erected thereon), together with the reversions and remainders, rents, issues and profits thereof, and all plumbing, heating, cooking, cooling, ventilating apparatus, and fixtures and machinery now or hereafter belonging to or used in connection with the above described premises, including window shades, venetian blinds, screens and storm windows and doors, shutters and awnings. And in addition thereto the following described household appliances and any replacements thereof, which are and shall be deemed to be, fixtures and a part of the realty, and are a part of the security for the indebtedness herein mentioned:

And the Mortgagors hereby covenant with the said Mortgagee as follows:

FIRST: The Mortgagors will pay to the order of the Mortgagee at such place as may be designated in said order the sum above designated as consideration for this mortgage together with interest thereon, said sum to be paid in accordance with the terms of a certain promissory note or notes bearing even date herewith, executed by the Mortgagors to the Mortgagee, which said note or notes have a final

maturity of March 1, 19 89

SECOND: The security of this mortgage shall also extend to and cover any additional loan or loans or advances made by the Mortgagee to the Mortgagor or any of his Successors in ownership in the real estate hereby conveyed; provided that the total indebtedness to be secured hereby shall not exceed the original face amount of this mortgage and provided further that the maturity of such additional debt shall not be later than the time specified for the payment of the original debt secured hereby. This paragraph shall not, however, restrict or affect other advances, including any advances for taxes and insurance, provided for elsewhere herein.

THIRD: The Mortgagors are lawfully seized of the above described premises and property in fee simple, and are the sole and exclusive owners thereof and have the right to mortgage same and will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever. The said premises and property are free from all encumbrances and liens.

THIRTEENTH: That it will not, without prior written consent of the Mortgagee, transfer, assign or otherwise dispose of the indebtedness hereby secured. Upon any application for transfer, assignment or otherwise dispose of the indebtedness hereby secured, the transferee shall be required to pay the indebtedness hereby secured, or in case the Mortgagee shall fail or refuse or default in the payment of any sum which may become due under the terms hereof when and as the same become due, or shall default in the fulfillment of any of the terms hereof or the performance of any of the provisions herein required by them as and when the same are required to be performed hereby, or shall permit or suffer any default in any of the terms hereof, time being the essence hereof, then the whole of the principal sum secured hereby and the interest thereon and any and all other sums due the Mortgagee under the terms hereof shall, at the option of the Mortgagee, become immediately due and payable without notice, and this mortgage may be foreclosed, but the failure or delay of the Mortgagee to exercise such option in any one or more instances shall not be a waiver or relinquishment of the right to exercise such option.

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FOURTEENTH: Should the debt hereby secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be void, but in case default be made in the payment of the principal or interest, or any part or installment thereof, or in case the Mortgagors shall fail or refuse or default in the payment of any sum which may become due under the terms hereof when and as the same become due, or shall default in the fulfillment of any of the terms hereof or the performance of any of the provisions herein required by them as and when the same are required to be performed hereby, or shall permit or suffer any default in any of the terms hereof, time being the essence hereof, then the whole of the principal sum secured hereby and the interest thereon and any and all other sums due the Mortgagee under the terms hereof shall, at the option of the Mortgagee, become immediately due and payable without notice, and this mortgage may be foreclosed, but the failure or delay of the Mortgagee to exercise such option in any one or more instances shall not be a waiver or relinquishment of the right to exercise such option.

EXECUTED the day and year first above written.

TRANS WESTERN EXPRESS, INC.

By: William O. Jossey
William O. Jossey, President

STATE OF OREGON

County of _____

ss.

THIS CERTIFIES, That on this _____ day of _____ A. D. 19 _____, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named _____ who _____ known to me to be the identical individual _____ described in and who executed the within instrument, and acknowledged to be me that _____ executed the same as _____ free act and deed, for the uses and purposes therein expressed.

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

Notary Public for Oregon

My Commission expires _____

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STATE OF OREGON

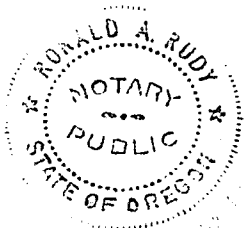
County of Multnomah

ss.

THIS CERTIFIES, That on this 26th day of February A. D. 19 73, before me
 appeared WILLIAM O. JOSSY

~~was~~ to me personally known, who being duly sworn, did say that he, the said WILLIAM O. JOSSY
 is the President, ~~and is the~~ Secretary of
TRANS WESTERN EXPRESS, INC., the within named Corporation, and that the seal affixed to said instrument is the
 corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of
 its Board of Directors, and that said WILLIAM O. JOSSY
 acknowledged said instrument to be the free act and deed of said Corporation.

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



Ronald A. Rudy
 Notary Public in and for said County and State

My Commission expires March 29, 1975

Loan No. _____

Mortgage
 (Oregon)

TRANS WESTERN EXPRESS, INC.

To
 Columbia Mortgage Co.

STATE OF OREGON,
 County of Klamath

Filed for record at request of

Transamerica Title Ins. Co.

on this 27 day of February A.D. 19 73

at 3:39 o'clock P. M. and did

record in Vol. M73 of Mortgages

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By Wm. J. Milne, County Clerk

Deputy

Fee \$8.00

WHEN RECORDED PLEASE MAIL TO:

Columbia Mortgage Co.

600 Farvest Assurance Bldg.

812 S.W. Washington Street

Portland, Oregon

97204