

JOHN L. WILSON and JUNE E. WILSON, 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:

Beginning at the 5/8 inch iron pin marking the South quarter corner of said Section 13, Township 39 South, Range 9 East of the Willamette Meridian; thence

East along the South line of said Section 13 a distance of 1919.79 feet; thence

North a distance of 30.00 feet to a 5/8 inch iron pin on the North right-of-way line of the County Road known as Airway Drive; thence

North 01° 07' 45" East a distance of 596.94 feet to a 5/8 inch iron pin on the Northerly line of a drain ditch, said point being the true point of beginning of this description; thence

(Legal description continued)

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-TWO THOUSAND EIGHT HUNDRED AND NO/100-----

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$223.75 on or before the 1st day of each calendar month

commencing June 1, 1973

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 or other hazards, in such companies as the mortgagee 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 said indebtedness and then to the mortgagor; all policies to be held by the mortgagee. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance carried upon said property and in case of loss or damage to the property insured, the mortgagee hereby appoints the mortgagee as his agent to settle and adjust such loss or damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure or right of the mortgagee in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now on 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 hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, 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 which it secures or any transactions in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or which becomes a prior lien by operation of law; and to pay premiums on any life insurance policy which may be assigned as further security to mortgagee; that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of said yearly charges. No interest shall be paid mortgagor 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 in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable 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 abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or 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 16th day of May, 1973  
By June E. Wilson  
Her Attorney in Fact

STATE OF OREGON ss  
County of Klamath

THIS CERTIFIES, that on this 16th day of May, A. D., 1973, before me, the undersigned, a Notary Public for said state personally appeared the within named

JOHN L. WILSON and JUNE E. WILSON, husband and wife to whom it is to be the identical person 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 official seal the day and year first above written.

Notary Public for the State of Oregon  
Residing at Klamath Falls, Oregon  
My commission expires: 11-2-78

NOTARY PUBLIC  
STATE OF OREGON

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STATE OF



(Legal Description Continued)

6042

North 01° 07' 45" East a distance of 240 feet; thence  
South 88° 45' 40" East a distance of 490 feet; thence  
South 01° 07' 45" West a distance of 360 feet; thence  
North 88° 45' 40" West a distance of 120 feet more or less to a  
point; thence  
North 70° 02' 15" West a distance of 402.54 feet to the point of  
beginning.

EXCEPT THEREFROM that portion of said land conveyed to the United  
States of America for drain ditch purposes in deed recorded November 7,  
1932 in Volume 99 at page 188.

There is an appurtenant easement to the property herein described. The  
easement is described as follows:

A strip of land 60 feet in width lying between the Klamath Falls-  
Merrill State Highway and the South boundary line of property  
conveyed to John M. Anderson, et ux., in Deed Volume M-68 at page  
9276, said strip of land being 30 feet each side of and measured  
at right angles to the following described centerline:

Beginning at a point on the Westerly right of way line of the  
Klamath Falls-Merrill State Highway, said point being East a  
distance of 2651.18 feet and North 0° 35' 40" East a distance of  
384.90 feet from the South one fourth corner of said Section 13;  
thence North 66° 37' 54" West a distance of 268.83 feet to the  
South boundary line of the said Anderson property.

## 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

May 18, 1973

at 33 minutes past 1 o'clock P. M.

and recorded in Vol. M73 of Mortgages.

page 6011 Records of said County

WM. D. MILNE, County Clerk.

*Lucia Quintela*  
Deputy.

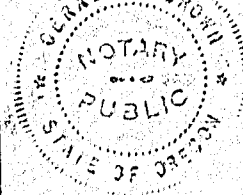
Mail to

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

ATTORNEY IN FACT  
State of )  
County of ) ss.

Personally appeared John L. Wilson, who, being duly sworn, did say  
that he is attorney in fact for June E. Wilson and that he executed the  
foregoing instrument by authority of and in behalf of said principal;  
and that he acknowledged said instrument to be the act and deed of said  
principal.

Before me:



*Ernest V. Brown*  
Notary Public for

My commission expires: 11-12-74