

77556

01-09742

28-5092

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7207

WARRANTY DEED TO CREATE ESTATE BY THE ENTIRETY

This Indenture Witnesseth, THAT FRANCES ALDERDICE

has hereinafter known as grantor, for the consideration hereinafter stated
bargained and sold, and by these presents does grant, bargain, sell and convey unto

RENO DEBORTOLI and DONNA L. DEBORTOLI
husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:

Lot 10 in Block 76 of Buena Vista Addition to the City of Klamath Falls,
according to the official plat thereof on file in the office of the County
Clerk of Klamath County, Oregon.

SUBJECT TO: Easements and rights of way of record and those apparent on the
land, if any.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 5,000.00
(Strike out the above when not applicable)

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as an
estate by the entirety. And the said grantor does hereby covenant, to and with the said grantees, and
their assigns, that she is the owner in fee simple of said premises; that they are free from
all incumbrances, except those above set forth,
and that she will warrant and defend the same from all lawful claims whatsoever,
except those above set forth.

IN WITNESS WHEREOF, She has hereunto set her hand and seal
this 7th day of June 19 73
(SEAL) Frances Alderdice (SEAL)

STATE OF OREGON, County of Klamath) ss.
Personally appeared the above named Frances Alderdice
and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:
James D. Bauchi
Notary Public for Oregon.
My commission expires 6-10-25-74

After recording return to:
First Federal Savings & Loan
540 Main St.
Klamath Falls, Ore.
STATE OF OREGON,
County of Klamath) ss.
I certify that the within instrument was re-
ceived for record on the 11th day of June
19 73, at 4:06 o'clock P. M., and recorded in book
M73 on page 7207. Record of Deeds of
said County.

From the Office of
GANONG, SISEMORE & ZAMSKY
538 Main Street
Klamath Falls, Oregon 97601

Witness my hand and seal of County affixed.
WM. D. MILNE,
County Clerk-Recorder
By Lucia Antela Deputy
FEE \$2.00

77557

THE MORTGAGOR

7208

RENO DE BORTOLI and DONNA L. DE BORTOLI, 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 10 in Block 76 of Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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

*** THREE THOUSAND AND NO/100 ***

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 36.42 on or before the 10th day of each calendar month

commencing July 10, 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 on 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 mortgagor. 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 mortgagor 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 all right of the mortgagor 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 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 8th day of June, 1973.

Reno De Bortoli
(SEAL)
Donna L. De Bortoli
(SEAL)

STATE OF OREGON } as
County of Klamath

THIS CERTIFIES, that on this 8th day of June, A. D. 1973, before me, the undersigned, a Notary Public for said state personally appeared the within named

RENO DE BORTOLI and DONNA L. DE BORTOLI, husband and wife

to me known 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 last above written.

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

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 mortgage on

June 11, 1973

at 6 minutes past 4 o'clock P M

and recorded in Vol. MT3 of Mortgages,

page 7208 Records of said County

WM. D. MINE, County Clerk.

Rebecca Quintile
FEE \$1.00 Deputy.

Mailed to

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