

82330

MORTGAGE

Vol. 73 Page 13603

THIS MORTGAGE, made this 28th day of September, 1973,
by and between James C. Upton & Dorris B. Upton hereinafter called Mortgagor,
and Equitable Savings and Loan Association hereinafter called Mortgagee.

WITNESSETH, that, whereas, the Mortgagee has loaned to the Mortgagor the sum of
Two thousand five hundred fifty and no hundredths***** DOLLARS, which sum the Mortgagor
agrees to repay to the Mortgagee according to the terms of a promissory note of even date
for said sum executed and delivered by the Mortgagor to the Mortgagee.

NOW, THEREFORE, in consideration of said loan, and for the purpose of securing
the payment of said several sums of money and interest specified in said note, and the
faithful performance of all the covenants therein and herein contained, the Mortgagor does
hereby grant, bargain, sell and convey unto the Mortgagee, its successors and assigns for-
ever, all of the following described real property, situated in the County of _____

Klamath and State of Oregon, to-wit:
Lot 1 in Block 2 of WEST HILLS HOMES, Klamath County, Oregon.

together with any other property which shall be determined to be a part of said real
estate (collectively "the property").

This mortgage is given to secure the payment of the several sums of money and
interest specified in said note hereinbefore mentioned, and the performance of the cov-
enants and conditions therein and herein contained; upon the full payment of which said
sums and the full and complete performance of which said covenants and conditions, as
herein required, this conveyance shall be null and void, otherwise it shall be and remain
in full force and effect.

It is expressly provided that time and the exact performance of all the conditions
of this mortgage are of the essence of this contract, and in case default be made in the
payment of any of said sums of money when due and payable, as above provided, then the
whole of the principal sum and the interest accrued at the time default is made, and all
other sums which the holder of this mortgage shall have paid or become liable to pay shall,
at the option of such holder thereof, become immediately due and payable without demand
or notice, and this mortgage may be foreclosed at any time thereafter without notice.

And it is also expressly agreed that if any suit is instituted to effect such
foreclosure, by reason of any such default, the party to such suit holding this mortgage
may recover therein as attorney's fees such sum as the court may adjudge reasonable in
such suit or action and any appeal therein, together with the costs incurred or paid by
such party for continuation of abstract or title search from the date of this mortgage
to the date of instituting such foreclosure suit, in addition to the costs and disburse-
ments allowed by law, and said attorney's fees and other costs shall be secured by this
mortgage.

IN TESTIMONY WHEREOF, the Mortgagor has signed this mortgage the day and year
first above written.

X James C. Upton

X Dorris B. Upton

STATE OF OREGON

County of KLAMATH

ss

September 28, 1973

Personally appeared the above named James C. Upton & Dorris B. Upton
and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Notary Public for Oregon

My Commission expires: March 1, 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of EQUITABLE SAVINGS

this 9th day of OCTOBER A. D., 1973 at 11:47 o'clock A.M., and duly recorded in

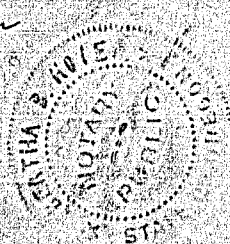
Vol. M 73 of MORTGAGES on Page 13603

Fee \$ 2.00

WM. D. MILNE, County Clerk

By Wm. D. Milne

Ret. Equitable Sav. & L.
1360 81st & 6th Ave
Portland Ore
91101



Mo
Mortgagor
the holder
the option
5. Mortgagor
remove from file
4. Mortgagor
3. Mortgagor