

MORTGAGE

82722

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THIS MORTGAGE, made this \_\_\_\_\_ day of \_\_\_\_\_, 1973,  
by and between James A. Barnes and Diana F. Barnes hereinafter called Mortgagor,  
and Equitable Savings & Loan Association hereinafter called Mortgagee.

WITNESSETH, that, whereas, the Mortgagee has loaned to the Mortgagor the sum of  
Two thousand seven hundred eighty-nine and 64/100 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 3 in Block 1 of COUNTRY GARDENS, 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.

James A. Barnes Diana F. Barnes

STATE OF OREGON )  
County of CLATSOP ) ss \_\_\_\_\_, 19 73

Personally appeared the above named \_\_\_\_\_  
and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

BEFORE ME:

Barbara S. Hore  
Notary Public for Oregon  
My Commission expires: April 1, 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of EQUITABLE SAVINGS & LOAN CO.

this 19th day of OCTOBER A. D., 19 73 at 12:05 o'clock P.M., and duly recorded in  
Vol. M 73 of MORTGAGES on Page 14105

FFB 3 2.00

WM. D. MILNE, County Clerk  
By Hazel L. Hogue

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