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THIS INDENTURE, Made this _____ day of _____, 1973, between
 HOWARD R. THURMAN and LILLIE E. THURMAN,

called herein mortgagor, whether singular or plural, for and in

consideration of the sum of _____
 Eight Thousand and no/100 - - - - - (\$ 8,000.00) Dollars

to us paid by ROBERT D. ANDERSON and LAURA E. ANDERSON,

, as mortgagees, the said

mortgagor does hereby grant, bargain, sell and convey unto ROBERT D. ANDERSON and LAURA E.
 ANDERSON

not as tenants in common but with the right of survivorship as herein set out, their assigns and the heirs of the
 survivor of them, those certain premises situate in the County of _____ Klamath
 and State of _____ Oregon, and described as follows, to-wit:

Lots 33 and 34 in Block 7 of ST. FRANCIS PARK, Klamath
 County, Oregon;

Subject to reservations and restrictions of record, and
 easements and rights of way of record and those apparent on
 the land.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-
 wise appertaining; and also all their estate, right, title and interest at law and equity therein or thereto, includ-
 ing rents, issues and profits thereof.

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TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagees, not as tenants in common but with the right of survivorship as herein set out, and to their assigns and the heirs of the survivor forever.

In this mortgage and note the term "survivor" includes survivors, the terms "payees" and "mortgagees" shall include the assigns of said named payees and Mortgagees and the heirs and assigns of the last survivor; the term "mortgagor" includes mortgagors; the singular pronoun includes the plural pronoun; the masculine includes the feminine and neuter, and the necessary grammatical changes required, to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

Whenever in this mortgage the term "mortgagees" is used, it shall be construed to mean the said ROBERT D. ANDERSON and LAURA E. ANDERSON, if all or both of them be living, and if not then the survivor or survivors of them, because it is the intention of the parties hereto that the said note and this mortgage shall be held by the said Mortgagees, not in common but with the right of survivorship, that is, the unpaid balance of the money secured by this mortgage and the rights in the fee of the property described in this mortgage and any rights hereunder held by the mortgagees shall vest in the survivor of the mortgagees.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the mortgagor to the mortgagees of the sum of Eight Thousand and no/100 Dollars with interest, all according to the terms of one certain promissory note of even date herewith given by the mortgagor to the mortgagees, in words and figures substantially as follows:

\$2,000.00 1973

I (or if more than one maker) we, jointly and severally, promise to pay to the order of _____ at _____ DOLLARS,

with interest thereon at the rate of _____ percent per annum from _____ until paid, payable in _____ installments of not less than \$ _____ in any one payment; interest shall be paid _____ and _____ in addition to the minimum payments above required; the first payment to be made on the _____ day of _____ 19 _____, and a like payment on the _____ day of _____ thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

* Strike words not applicable.

/s/ HOWARD R. THURMAN

/s/ LILLIE E. THURMAN

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-wit:

The mortgagor is lawfully seized of said premises, and now has a valid and unencumbered fee simple title thereto, and will forever warrant and defend the same against the claims and demands of all persons whomsoever;

The mortgagor will forthwith pay any liens or encumbrances now existing upon said premises superior to this mortgage;

The mortgagor will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note ;

That so long as this mortgage shall remain in force the mortgagor will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens or other liens or encumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage, and will deliver all receipts therefor to the mortgagees;

The mortgagor will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;

The mortgagor will insure and keep insured the buildings now or hereafter on the said premises against damage or loss by fire for at least their full insurable value Dollars in such company or companies as the mortgagees shall require, for the benefit of the mortgagees as their interest may appear, and that such insurance, together with all other insurance on said premises, and the policies evidencing the same shall be delivered and made payable to and retained by the mortgagees, and at any time said mortgagees may, at the expense of the mortgagor, cancel and surrender any or all of said policies and substitute therefor policies for like amount in such company or companies as they select, and in case of foreclosure, the mortgagor will keep said insurance in force, for the benefit of the purchaser at foreclosure sale, until the period of redemption expires.

NOW THEREFORE, if the said mortgagor shall pay said promissory note , and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note , or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagees the option to declare the whole amount unpaid on said note or secured by this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. If the said mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagees shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case suit or action is commenced to foreclose this mortgage, the Court may upon motion of the mortgagees, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges including necessary attorney's fees and expenses attending the execution of said trust.

That in case suit or action is commenced for foreclosure of this mortgage, the mortgagor shall pay a reasonable sum to be determined by the Court, for an abstract of title of the mortgaged premises, or a continuation of any such abstract as may have been heretofore furnished by the mortgagor, or a title report therefor, at the option of the mortgagees; and in the event of such suit or action being instituted, the mortgagor, his heirs and assigns, shall also pay such sum as the court shall consider reasonable as attorney's fee for the benefit of the plaintiffs, in addition to the costs and disbursements provided by statute, and all such sums shall be secured by the lien of this mortgage.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seal, this day and year first above written.

Howard R. Thurman (SEAL)

Lillie E. Thurman (SEAL)

(SEAL)

(SEAL)

MORTGAGE
(SURVIVORSHIP)
(FORM No. 691)

TO

STATE OF OREGON,
County of

ss.

I certify that the within instrument was received for record on the day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ of Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By *Elizabeth Thurman*
County Clerk-Recorder.
Deputy.

125 STEVENSON LAW PUB. CO., PORTLAND, ORE.

Elizabeth Thurman
2010 Oregon St.
Klamath

STATE OF _____ OREGON,
County of _____ Klamath. } ss.

BE IT REMEMBERED, That on this _____ day of _____, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named _____ HOWARD R. THURMAN and LILLIE E. THURMAN,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

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

Robert A. Gault
Notary Public for Oregon.
My Commission expires 1/11/75.