

84646

ELI LURIA AND LEATRICE LURIA, 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:

A tract of land in Lots 3, 4, 5 and 11 of Kielsmeier Acre Tracts, a plat of record in Klamath County, Oregon, said tract being more particularly described as follows:
Beginning at a point in Lot 4 which is N89°53'55"W 130.00 feet and S00°12'15"W 10.00 feet from the northeast corner of said Lot 5, said point being on the southerly right of way line of South Sixth Street; thence S00°12'15"W, parallel with the east line of said Lot 4, a distance of 190.00 feet; thence S45°00'00"E a distance of 15.51 feet; thence S00°12'15"W, parallel with the east line of said Lot 4, a distance of 154.01 feet to the south line of said Lot 11; thence N89°52'00"W along said line a distance of 178.00 feet; thence N00°12'15"E a distance of 104.00 feet to the north line of said Lot 11; thence S89°52'00"E along said north line a distance of 25.05 feet to a point N89°52'00"W 30.00 feet from the southeast corner of said Lot 3; thence N00°12'15"E, parallel with and 30 feet westerly of the easterly line of said Lot 3, a distance of 250.87 feet to a point on the southerly right of way line of said South Sixth Street; thence S89°53'55"E 141.95 feet to the Point of Beginning, containing 54,740 sq. ft., with the bearings based on the record of survey No. 1852.

together with all heating apparatus (including firing units), lighting, plumbing, water heater, venetian blinds, and other fixtures which are now 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

TWO HUNDRED NINETY TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS-----
bearing even date, principal, and interest being payable in monthly installments of

\$2,462.00 commencing on the 10th day of June, 1974, and the principal balance plus interest due in full the 10th day of May, 1994.

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 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

The mortgagor on or hereafter repair, not altered in course of construction, and charges commenced. The mortgagee, or upon premises, or upon other lien which may pay premiums on any further security to mortgage or which be regularly for the protection and insurance charges hereby remains unpaid, date installments on principal equal to 1/12 of said year mortgage on said amount, note hereby secured.

Should the mortgagor fail then the mortgagee may perform or remedy herein given for that behalf shall be secured in accordance with the terms date herewith and be repayable.

In case of default in the application of a breach of any hereby.

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.

16535

THE MORTGAGOR
Page #3

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 19th day of Dec., 1973.

Eli Luria
ELI LURIA

Leatrice Luria
LEATRICE LURIA

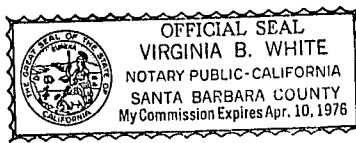
STATE OF ^{California} OREGON)
COUNTY OF ^{Santa Barbara} KLAMATH) ss.

THIS CERTIFIES, that on this 19th day of December A.D., 1973, before me, the undersigned, a Notary Public for said state personally appeared the within named

ELI LURIA AND LEATRICE LURIA, Husband and Wife

to me known to be the identical persons 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.



Virginia B. White
Notary Public for the State of _____

My commission expires: _____

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____ Klamath County Title
this 28 day of Dec A. D. 19 73 at _____ o'clock P M., and
duly recorded in Vol. M-73, of _____ mortgages on Page 16533
6.00 By Wm D. Milne County Clerk