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28-6/49

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THIS MORTGAGE, Made this 31st day of October, 1973,  
by FRED K. MARTIN, JR., an unmarried man, and Mortgagee,  
WAYNE L. MARTIN, a married man, Mortgagor,  
to LOUIS PERME and NANCY PERME, his wife, in joint tenancy, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FOURTEEN HUNDRED AND NO/100ths (\$1400.00) Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

## PARCEL I

That portion of the East one-half of the Southeast one-quarter of the Northwest one-quarter and the East one-half of the Northeast one-quarter of the Southwest one-quarter of Section 25 Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying South of the centerline of Snake Creek.

## PARCEL II:

That portion of the West one-half of the Northwest one-quarter of the Southeast one-quarter and the West one-half of the Southwest one-quarter of the Northeast one-quarter lying South of the center line of Snake Creek in Section 25, Township 35 South, Range 12 East of the Willamette Meridian.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

## INSTALLMENT NOTE (INSTALLMENTS INCLUDING INTEREST)

\$ 1400.00 San Jose, California, October 31, 1973  
In installments as herein stated, for value received, I, FRED K. MARTIN, JR., promise to pay to  
LOUIS AND NANCY PERME, his wife, in joint tenancy, the sum of  
or order, at SAN JOSE, CALIFORNIA, (1400.00) FOURTEEN HUNDRED DOLLARS  
with interest from date hereof on unpaid principal at the rate of seven (7%)  
per cent per annum; principal and interest payable in twelve monthly installments of  
principal and interest, \$125.00 DOLLARS,  
or more on the 1st day of each month, beginning  
on the 1st day of October, 1973.

and continuing until said principal and interest have been paid. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a Mortgage.

FRED K. MARTIN, JR. Wayne L. Martin

DO NOT DESTROY

When this note is paid, deliver same with ~~DESTRUCTION~~ to secure ~~RELEASE~~ Release.  
Mortgage

VALLEY TITLE COMPANY



The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:  
 (a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),  
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

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

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

*Fred K. Martin, Jr.*  
 Fred K. Martin, Jr.

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, or such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

*Wayne L. Martin*  
 Wayne L. Martin

TO 447 C  
 (Individual)

STATE OF CALIFORNIA

COUNTY OF Santa Clara } SS.

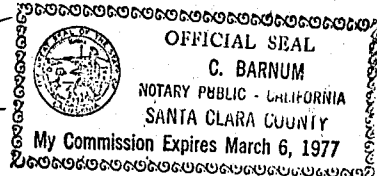
On Dec. 19, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared

to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature

*C. Barnum*  
 C. BARNUM  
 Name (Typed or Printed)



(This area for official notarial seal)

RECORD & RETURN TO:

Louis Perme  
 3565 Granada Ave., #3  
 Santa Clara, CA. 95051

TO 447 C  
 (Individual)

STATE OF CALIFORNIA

COUNTY OF KERN } SS.

On January 3, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared WAYNE L. MARTIN

to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature

*Marilyn Sharp*  
 MARILYN SHARP  
 Name (Typed or Printed)



(This area for official notarial seal)

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California  
 r. 19, 1975



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STATE OF OREGON; COUNTY OF KLAMATH; ss.  
TRANSAMERICA TITLE INS. CO

Filed for record at request of \_\_\_\_\_  
this 11th day of January A. D., 1974 at 3:29 o'clock P. M., and duly recorded in  
Vol. M 74 of MORTGAGES on Page 393

FEE \$ 8.00

WM. D. MILNE, County Clerk

By Hazel Drazil Deputy