

THIS MORTGAGE, Made and entered into this 3rd day of April, 1974,
by VILLA WEST MOBILE ESTATES, A PARTNERSHIP
as Mortgagor,
to SIMPSON'S MOBILE HOME PARKS
as Mortgagee.

WITNESSETH, That said mortgagor, in consideration of..... 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:

The following described real property in Klamath County, Oregon:

All of Blocks 8 and 9 and Lots 1, 2, 3, 4 and 5 in Block 10 of vacated Fairfield situated in SE 1/4 SW 1/4 Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. All of the vacated alleys running through said Blocks 8 and 9; all of the vacated Heather (Sunrise) Street lying between Blocks 8 and 9; all of the North half of vacated Elk (Ailsa) Avenue between Green Springs Drive and Lilac (Kesterson) Street; the West half of vacated Lilac (Kesterson) Street adjoining Block 9 and the North half of vacated Lilac (Kesterson) Street adjoining Block 9 and the North half of vacated Elk Avenue; and the East half of vacated Lilac (Kesterson) Street adjoining Lots 1, 2, 3, 4 and 5 in Block 10; all in vacated Fairfield. Together with easement for a road right of way upon and across the Southerly 30 feet of vacated (Elk) Ailsa Street from Greensprings Highway Easterly to the Easterly boundary of vacated Kesterson Street, all in Fairfield Addition, Klamath County, Oregon.

This Mortgage is third and subject to a first Mortgage of record in favor of Equitable Savings and Loan Association, an Oregon Corporation, in the original amount of \$200,000.00 and a second Mortgage filing concurrently herewith.

Should Mortgagors sell, bargain, convey, or otherwise alienate the title to the herein described property, the indebtedness secured hereby will become immediately due and payable.

Together with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter belong or appertain thereunto, 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 one promissory note....., of which the following is a substantial copy:

\$7,600.00 we April 3, 1974 promise to pay to the order of

of both principal and interest, and we
note.
In case suit or action is instituted to collect this note, or any portion thereof, we
promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or
action. 10
VILLA WEST MOBILE ESTATES, A PARTNERSHIP

action. Due..... 19.....

At

No

JULIA WEST MOBILE ESTATES, A PARTNERSHIP

VILLA WEST MODEL

Frank T. McCord 1138

11/11/11

Virginia *Catalogue*

Gabriel N. Catalano

~~Sedepine Bay~~

~~William G. Wick~~ ~~Norren Catalogue~~

... ..

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note(s), according to the terms thereof; that while any part of said note(s) remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property above described, when due and payable; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of not less than \$20,000.00 in such company or companies as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of said insurance to the mortgagee as soon as insured; that he will keep the buildings and improvements on said premises in good repair, and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) 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(s); it being agreed that a failure to perform any covenant herein, or if 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(s) 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 keep said property insured as aforesaid or 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(s), 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 mortgagor at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note(s), and the reasonable cost of title reports required for such foreclosure, shall be included in the lien of this mortgage.

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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

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 and seal the day and year first above written.

VILLA WEST MOBILE ESTATES, A PARTNERSHIP
Frank T. McCambridge (SEAL)
Virginia M. McCambridge (SEAL)
Gabriel R. Catalogne (SEAL)
Josephine Summers (SEAL)
Noreen Catalogne
Eugene C. Wiehe

STATE OF OREGON,

County of.....

BE IT REMEMBERED, That on this.....day of....., 19....., before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named.....

known to me to be the identical individual.... described in and who executed the within instrument and acknowledged to me that.....executed the same freely and voluntarily.

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

Notary Public for Oregon.

My Commission expires.....

JACKSON COUNTY TITLE CO.
 Medford, Oregon

State of Oregon } ss.
 County of Jackson }
 I hereby certify that the within instrument of writing was received and filed at.....o'clock.....M. the.....day of....., 19..... and is recorded in.....Records for Jackson County, Oregon.
 County Clerk By.....Deputy

RETURN TO

S.W. Escrow Co.
 520 N. La Brea Ave.
 Inglewood, CA 90302

ESCROWS

TITLE INSURANCE

and other charges on every note payable when due and payable; that he will promptly pay and satisfy any and all liens or encumbrances when due and payable; that he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of not less than \$20,000.00 in such company or companies as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of said insurance to the mortgagee as soon as insured; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

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VILLA WEST MOBILE ESTATES, A PARTNERSHIP
Frank T. McCambridge (SEAL)
Virginia M. McCambridge (SEAL)
Gabriel R. Catalogne (SEAL)
Josephine Summers (SEAL)
Noreen Catalogne
Eugene C. Wiehe

STATE OF OREGON,
County of.....

ss.

TO 442 C
(Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles
On April 4, 1974

ss.

before me, the undersigned, a Notary Public in and for said State, personally appeared
Frank T. McCambridge, Virginia M. McCambridge, Gabriel R. Catalogne,
Noreen Catalogne, Josephine Summers and Eugene C. Wiehe

known to me

to be SIX & ALL of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature Marsha Swagerty

Name (Typed or Printed)



(This area for official notarial seal)

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:
Transamerica Title Ins. Co.
on this 15th day of April A. D. 19 74
at 12:37 o'clock P. M. and duly
recorded in Vol. M74 of Mortgages
Page 4618

WM. D. MILNE, County Clerk

Fee \$6.00 By Luisa Aristola Deputy.

ESCROWS

TITLE INSURANCE

19.....
appeared the
ment and
and affixed
written.

now Co.
Brea Ave
CA 90302