

9187

# THE MORTGAGOR

Vol. 74 Page 9718

D. L. EAYRS and JOAN K. EAYRS, 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:

Lot 4 in Block 13 of Tract 1079, known as SIXTH ADDITION TO SUNSET VILLAGE, Klamath County, Oregon.

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

**TWENTY-FIVE THOUSAND TWO HUNDRED AND NO/100** Dollars, bearing even date, principal, and interest being payable in **semi-annual installments**

on the 8th day of February, 1975, and the 8th day of August, 1975, and the principal balance plus interest due on or before 18 months from date.

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 mortgagee 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 said policies.

The mortgagor further covenants that the building or buildings now 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 which become a lien thereon by operation of law, and to pay reasonable attorney's fees and costs incurred or to be incurred by the mortgagee in the enforcement of this mortgage, and to pay the cost of recording this mortgage and abstracting same, which sums shall 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.

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without making 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 secured by this mortgage, 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 recording this mortgage and abstracting same, which sums shall 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.

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 8th day of August, 1974

*[Signature]*  
Joan K. Eayrs  
*[Signature]*  
D. L. Eayrs

STATE OF OREGON  
County of Klamath

THIS CERTIFIES, that on this 8th day of August

A. D. 1974, before me, the undersigned, a Notary Public for said state personally appeared the within named

D. L. EAYRS and JOAN K. EAYRS, 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.

*[Signature]*  
Notary Public for the State of Oregon  
Residing at Klamath Falls, Oregon.  
My commission expires: 12-17-74

AUG 9 10 55 AM 1974



**MORTGAGE**

9719

Mortgagors

—To—  
FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF  
KLAMATH FALLS  
Klamath Falls, Oregon

Mortgagee

STATE OF OREGON } ss  
County of Klamath }

Filed for record at the request of mortgagee on

AUGUST 2th 1974

at 55 minutes past 10:00 o'clock A. M.

and recorded in Vol. M 7th of Mortgages.

page 9718 Records of said County

W. D. HILME

County Clerk.

By *W. D. Hilme*  
W. D. Hilme Deputy.

Mail to

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF KLAMATH FALLS  
Klamath Falls, Oregon  
540 Main