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Vol. IV Page 10034

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FORM NO. 105A - MORTGAGE - One Page Long Form.

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THIS MORTGAGE Made this 16th day of August, 1974, by **PATRICK J. FOSTER and NADENE C. FOSTER**, husband and wife, to **PACIFIC WEST MORTGAGE CO., an Oregon corporation**.

WITNESSETH, That said mortgagor, in consideration of **FIVE THOUSAND FIVE HUNDRED 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:

Lot 528 in Block 127 of MILLS ADDITION TO THE CITY OF Klamath Falls, Klamath County, Oregon.

Together with all and singular the buildings, improvements, encumbrances, belongings or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures thereon, premises at the time of the execution of this instrument.

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

That the said mortgagor will make secure the payment of a promissory note, of which the following is a copy:

August 17, 1974
I, (or if more than one, we, jointly and severally, promise to pay to the order of PACIFIC WEST MORTGAGE CO., an Oregon corporation, of Stayton, Oregon,

FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS,

with interest thereon at the rate of **9 1/2% per annum from** **August 22, 1974**, until paid in full.

THE ESTATE in the sum of **\$ 348.57** in monthly payment, interest shall be paid quarterly and principal in monthly payments above requiring the first payment to be made on the **15th day of September, 1974**, and so on, on the **15th day of each month** thereafter, until the whole sum above and unpaid of the sum of this note, or the note, placed in the hands of an attorney for collection. Five percent and above in reasonable attorney's fees shall be held by the court, or courts in which the suit or action is filed, the amount of which reasonable attorney's fees shall be held by the court, or courts in which the suit or action is filed, if not so awarded.

Signature of Patrick J. Foster

Signature of Nadene C. Foster

That the said mortgagor will pay all taxes, assessments and rates and expenses due, to wit:

And will discharge covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is bound to make good and repair the said premises and has a valid, unencumbered title thereto.

and will covenant to the mortgagee, his heirs, executors, administrators and assigns, that he is bound to pay all taxes, assessments and rates and expenses due, to wit:

And will discharge covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he will pay all taxes, assessments and rates and expenses due, to wit:

And will discharge covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he will pay all taxes, assessments and rates and expenses due, to wit:

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 mortgagor 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 mortgagor 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 mortgagor 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 mortgagor. 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.

In case suit or action is commenced to foreclose this mortgage, the Court may upon motion of the plaintiff, and after notice to the defendant, and all persons entitled to notice, and hearing, rule and decree that the plaintiff shall have judgment for the sum of money so sued for, and for costs, and that the defendant shall be liable to pay the same, and that the plaintiff may have and exercise in the execution or foreclosure,

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagor, 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.

Malvina J. Foote
Malvina E. Miller

Prohibited Mortgagor: Delete, by lining out, whatever warranty (a) or (b) is not
defined in the Truth-in-Lending Act and Regulation Z, the mortgages **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-Neg.
Form No. 1305 or equivalent; if this instrument is **NOT** to be a first lien, use Stevens-

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*The author, a native of New York, and formerly a member of the firm of **C. C. Foster**, now resides at **Baltimore**.*

Finally, I would like to thank the members of my research group who contributed to this work and who continue the within departmental research. I might further that they have developed the same freely and willingly.

the public service, and the public welfare, and the public interest, and utilized
by official methods, in the best interests of the public.

John C. H. Stagg

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**THE LITERARY JOURNAL
OF THE AMERICAN ACADEMY.**

Ms. C. 1. 3. v. 10 verso

1998-2000: *Journal of the American Academy of Child and Adolescent Psychiatry* (JACAP) 37(12): 1493-1500.

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3. The following table summarizes the results of the simulation study.

10. The following table shows the number of hours worked by each employee.