

94881
THIS MORTGAGE, Made this 11th day of November, 1974
by Kenneth Lynn Womer and Neoma Faye Womer, husband and wife
to Charles A. Fisher

WITNESSETH, That said mortgagor, in consideration of Thirteen thousand six hundred seventy three and 40/100 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 Southeasterly 64 feet of Lot 4 and the Northwesterly 6 feet of Lot 5 in Block 10 of ELDORADO ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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3:00 pm

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 thereof, 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:

Klamath Falls, Ore. Nov. 11, 1974
after date, I (or if more than one maker) we jointly and severally promise to pay to the order of Charles A. Fisher at 403 Main St. DOLLARS.
Thirteen thousand six hundred seventy three and 40/100
until paid; interest to be paid with interest thereon at the rate of 0 % per annum from the date of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

Neoma F. Womer

FORM No. 216—PROMISSORY NOTE

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, (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.
This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by

to 19 and recorded in the mortgage records of the above named county in book at page
dated (Indicate which), reference to said mortgage records hereby being made; the said
thereof, or as filing fee number the unpaid principal balance thereof on the
first mortgage was given to secure a note for the principal sum of \$ 19;
date of the execution of this instrument is \$ and no more; interest thereon is paid to
said prior mortgage and the obligations secured thereby hereinafter, for levity, are called simply "first mortgage".
The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized
in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby; principal and interest, according to the terms thereof; that while any part of the note secured hereby remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage, or the note secured hereby, when due and payable and before the same become delinquent; 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire

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and such other hazards as the mortgagee may from time to time require, in an amount not less than \$ _____ in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagees named herein and then to the mortgagor, as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense, that the mortgagor will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the security for this mortgage, then at the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in and of said premises. The mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee. This conveyance shall be void, but otherwise shall remain in full force and effect, if the mortgagor shall die before the maturity of the debt secured hereby, and the same shall be binding on his heirs, assigns and personal representatives.

Now, therefore, if said mortgagee shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the notes secured hereby according to its terms, this conveyance shall be void, but otherwise shall remain in full force as mortgage to secure the performance of all of said covenants and the payments of the notes secured hereby; 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 in any part thereof, this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges (and payable), this mortgage shall have the option to declare the whole amount unpaid of said note or on this mortgage at once due or any lien, encumbrance, or insurance premium as above provided for, or fail to do so or perform anything required of him by said first mortgage, the mortgagor hereon, at his option, shall have the right to make such payments and to do and perform the acts required of him under said first mortgage; and any payment so made, together with the costs of such performance shall be added to and the mortgagor under said first mortgage; and shall bear interest at the same rate as the notes secured hereby without waiver, become a part of the debt secured by this mortgage. And this mortgage may be foreclosed for principal, interest, however, of any right arising to the mortgagee for breach of covenant. And this mortgage 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 mortgage 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 such 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 respectively.

Mortgagor and of said mortgagee respectively.

[illegible][illegible]

In construing this mortgage, it is understood that the mortgagor or mortgagors, the masculine, the feminine and the plural, shall be taken to mean and include the plural, the masculine, the feminine and the plural, as the case may be, and to individuals.

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

*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, as 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, use Stevens-Ness Form No. 1306 or similar.

THIRD
STANDARD
MORTGAGE
(FORM No. 925)

01

STATE OF OREGON, KIAMATH

I certify that the within instrument was received for record on the 15th day of NOVEMBER, 1974 at 3:00 o'clock P.M., and recorded in book M. 74 on page 1740. Record of Mortgages of said county or as filing fee No. 91881.

fee No. 94881. Witness my hand and seal of
county affixed.

DATE

COUNTY CLERK

By Robert J. [Signature] Deputy

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STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Chuck Fisher & Assoc
403 Main Street
Klamath Falls, OR

STATE OF OREGON

County of Llanarth } ss

County of Flameth Nov, 1974.
BE IT REMEMBERED, That on this 14th day of Nov, 1974,
before me, the undersigned, a notary public in and for said county and state, personally appeared the within named
Flameth Lynne Homer and Norma Lyle Homer
known to me to be the identical individual described in and who executed the within instrument and acknowl-
edged to me that executed the same freely and voluntarily.
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that the foregoing is a true and correct copy of the original instrument hereunto set my hand and attixed

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 Sept. 27,

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