

IC

THIS MORTGAGE, Made this 28th day of January, 1975,
by JULES J. RENARD and MONTA JO RENARD, husband and wife
to RICHARD H. MARLATT

WITNESSETH, That said mortgagor, in consideration of NINE THOUSAND AND NO/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 Southerly 10 feet of the Easterly 45 feet of Lot 3, and the
Northerly 40 feet of the Easterly 45 feet of Lot 4 in Block 1 of
FAIRVIEW ADDITION TO THE CITY OF KLAMATH FALLS, Klamath County,
Oregon.

Subject to: Any and all existing easements and rights of way of record.

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:

\$ 9,000.00 Klamath Falls, Oregon January 28, 1975
I (or if more than one maker) we, jointly and severally, promise to pay to the order of RICHARD H. MARLATT
at Stayton, Oregon

NINE THOUSAND AND NO/100--- DOLLARS.
with interest thereon at the rate of 9-1/2% percent per annum from January 30, 1975 until paid, payable in
monthly installments, at the dates and in amounts as follows: Not less than the sum of \$90.00
in any one payment; the first payment to be made on or before the 1st
day of March, 1975, and a like payment on or before the 1st
day of each month thereafter until February 1, 1980 when any remaining
principal plus accrued interest shall be due and payable.

balloon payments, if any, will not be refinanced; interest shall be paid monthly and ~~XXXXXXX~~
the payments above required, which shall continue until this note, principal and interest, is fully paid; if any of said installments is not so
paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in
the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder
hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and
(2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's
reasonable attorney's fees in the appellate court.

/s/ Jules J. Renard

/s/ Monta Jo Renard

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-
comes due, to-wit: 19

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, principal and interest, according to
the terms thereof; that while any part of said note 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 above described, when due and pay-
able and before the same may 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 and such other
hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or
obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-
gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies
to the mortgagee 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 he will keep the buildings and improvements on said premises
in good repair and will not commit or suffer any waste of said premises. 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 form satis-
factory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien
searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

[illegible]

Each and all of the covenants and agreements herein contained shall apply to and bind the mortgagor, the mortgagee, the receiver 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.

*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, at such word placible; if warranty (a) is applicable and if the mortgagee is a creditor, at such word placible; if warranty (a) is applicable and if the mortgagee is a creditor, at such word placible; if warranty (a) is applicable and if the mortgagee is a creditor, at such word placible;

If the 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.

MORTGAGE

FORM No. 105A)

Jules J. Renard et ux

01

Richard H. Marlatt

STATE OF OREGON,

County of Klamath.

I certify that the within instrument was received for record on the 30th day of January, 19 75, at 3:50 o'clock P.M., and recorded in book N 75 on page 1387 or as file number 97101.
Record of Mortgages of said County.
Witness my hand and seal of County attested.

P. Wilson

County Clerk

Title.

By Robert J. K. [Signature] Deputy.

10

STEVENSON'S LAW PUB. CO., PORTLAND, ORE.

Pacific West Mtg. Co.

Pacific 407

P.O. BOX 491
00003

or
9/383

1-20-77

জাতি

STATE OF OREGON,

County ofKlamath

BE IT REMEMBERED, That on this 28th day of January, 1915,
before me, the undersigned, a notary public in and for said county and state, personally appeared the within
named JULES J. RENARD and MONTA JO RENARD
and who executed the within instrument and

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they 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.

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

my official seal the day _____
 ss. Barlene L. Addington
 Notary Public for Oregon.
 My Commission expires March 21, 1977

Marlene T. Adamington
Notary Public for Oregon

My commission expires 5

My commission expires 3-21-77