

SN

28-8405  
 THIS MORTGAGE, Made this 26th day of July, 1974, by  
 REGINALD RAY SHERMAN and ROWENA M. SHERMAN, husband and wife,  
 Mortgagor,  
 to CARL WILSON and MARGUERITTE WILSON, husband and wife,  
 Mortgagees,

WITNESSETH, That said mortgagor, in consideration of the sum of ----- Nine Hundred  
 and 00/100 ----- (\$900.00) Dollars  
 to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto  
 the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns  
 and the heirs of the survivor of them, those certain premises situate in the County of Klamath  
 and State of Oregon, and described as follows, to-wit:

Lot 26 in Block 1 of HOMEDALE TRACTS,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-  
 wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed  
 or installed in or upon said described premises,

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of sur-  
 vivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of one certain promissory note in words  
 and figures substantially as follows:

\$ 900.00 Klamath Falls, Oregon July 26, 1974  
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of Carl Wilson and Margueritte  
 Wilson,  
 and upon the death of any of them, then to the order of the survivor of them, at c/o First Federal Savings and Loan  
 Association of Klamath Falls, Oregon  
 ----- Nine Hundred and 00/100 ----- DOLLARS.  
 with interest thereon at the rate of ten percent per annum from February 15, 1974 until paid ~~in~~ <sup>payable in</sup>  
 monthly installments, at the dates and in the amounts as follows: Not less than \$100.00 on August 1, 1974,  
 1974, and not less than \$100.00 on the 1st day of each month thereafter;  
 The last payment shall include AN ADDITIONAL SEVENTY FOUR (\$74.00)  
 DOLLARS TO REIMBURSE MORTGAGEE FOR LEGAL FEES FOR PREPARATION OF  
 DOCUMENTS PERTAINING HERETO AND RECORDING OF THE MORTGAGE.  
 balloon payments, if any, will not be refinanced; interest to be paid with principal and ~~is included in~~ the payments above re-  
 quired; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not  
 so paid, all principal and interest shall 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 rea-  
 sonable attorney's fees in the appellate court.  
 It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right  
 of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and in-  
 terest shall vest absolutely in the survivor of them.

\* Strike words not applicable.

s/ Reginald Ray Sherman

s/ Rowena M. Sherman

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagor" shall include mortgagors; the  
 singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made;  
 assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagees"  
 shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because  
 it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of  
 survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein  
 given to the mortgagees shall vest forthwith in the survivor of them.

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.

And said mortgagor covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said  
 premises and has a valid, unencumbered title thereto EXCEPT a mortgage to State of Oregon, by the Director  
 of Veterans' Affairs, recorded Sept. 1, 1972 in M-72, page 9880; Judgments in favor  
 of State of Oregon-Dept. of Revenue, Register No. Warr #916133, Docket Book 27, page  
 69, Register No. Warr #919932, Docket Book 27, page 107; Federal Tax Liens, Serial  
 KF896, Recorder's office No. 79713, Serial #KF907, Recorder's office No. 81597,  
 to which this Mortgage is inferior.

RECEIVED  
 FEB 6 - 1975

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, 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, or this mortgage or the note(s) above described, when due and payable 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 may hereafter be erected on the premises insured in favor of the mort-

gages against loss or damage by fire, with extended coverage, in the sum of \$... full insurable value in a company or companies acceptable to the mortgagees and will have all policies of insurance on said property made payable to the mortgagees as their interest may appear and will deliver all policies of insurance on said premises to the mortgagees 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 if the mortgagor shall fail to make any payment or 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 mortgagees 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 pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagees may at their 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 mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagor neglects to repay any sums so paid by the mortgagees.

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 mortgagees 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.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagees, may 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 the mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successor in interest and assign of said mortgagor and of said mortgagees respectively.

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

*Reginald Ray Sherman*

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

# MORTGAGE

(Survivorship)  
(FORM No. 991)

TO

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19

at o'clock M., and recorded in book on page or as filing fee number

Record of Mortgages of said County.

Witness my hand and seal of County affixed

Title

By

Deputy.

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

*Shasta Realty*  
*2609 Pershing*  
*City*

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this... day of... July... 1974, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Reginald Ray Sherman and Rowena M. Sherman, husband and wife,

known to me to be the identical individual... described in and who executed the within instrument and acknowledged to me that... they... executed the same for the purposes therein contained.

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

(SEAL)

Notary Public for Oregon  
My commission expires



1565

The undersigned hereby states that I witnessed the  
signature of Reginald Ray Sherman on 7/26/74 on the attached  
note and mtg.

*William Paul Breithaupt*  
William Paul Breithaupt

*Feb. 6, 1975*

FORM No. 645—ACKNOWLEDGMENT (INDIVIDUAL) (Uniform Acknowledgment Act)

ATLENS NEILLAW PUB CO. PORTLAND, ORE

STATE OF Oregon  
County of Klamath

ss.

On this the 6th

day of February

1975

, before me,

officer, personally appeared William Paul Breithaupt

known to me (or satisfactorily proven) to be the person whose name subscribed to the  
within instrument and acknowledged that executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public for Oregon  
My commission expires- 7-17-78

*William B. Doane*  
William B. Doane

(EXCERPT FROM UNIFORM ACKNOWLEDGMENT ACT.)

(1) If the acknowledgment is taken within this state or is made without the United States by an officer of the United States, no authentication shall be necessary.

(2) If the acknowledgment is taken without this state, but in the United States, a territory or insular possession of the United States, the District of Columbia, or the Philippine Islands, the certificate shall be authenticated by a certificate as to the official character of such officer, executed, or if the acknowledgment is taken by a clerk or deputy clerk of a court, by the presiding judge of the court or, if the acknowledgment is taken by a notary public, by a clerk of a court of record of the county, parish or district in which the acknowledgment is taken.

(3) If the acknowledgment is made without the United States and by a notary or a judge or clerk of a court of record of the country where the acknowledgment is made, the certificate shall be authenticated by a certificate under the great seal of the state of the country, affixed by the notary or judge or clerk of such seal, or by a certificate of a diplomatic, consular or commercial officer of the United States accredited to that country, certifying as to the official character of such officer.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICATITLE INS. CO

this 6th day of FEBRUARY A. D., 19 75 at 3:40 o'clock P. M., and duly recorded in  
Vol. M 75 of MORTGAGES on Page 1563

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *Wm. D. Milne* Deputy