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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:

Parcel 1: The Southwesterly 64.5 feet of Lot 3, all of Lots 4, 5 and 6 and the Southwesterly 10 feet of Lot 7, Block 33, ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, Oregon.

Parcel 2: Lots 1,2,3,4,5,6,7 and 8 in Block 32, ORIGINAL TOWN of Linkville, now City of Klamath Falls, Oregon: EXCEPTING therefrom that portion of Lot 4 in said Block 32 conveyed to the City of Klamath Falls by Deed Volume M71, page 6243.

Parcel 3: All of Vacated First Street lying between Blocks 32 and 33,
ORIGINAL TOWN OF Linkville, now City of Klamath Falls, Oregon.

Also, beginning at a 5/8" iron pin on the Southwesterly line of Lot 4, Block 32, ORIGINAL TOWN of Linkville which lies N. 50o55' W. a distance of 39.61 feet from the Southwesterly corner of said lot 4, thence N *** 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 FIVE HUNDRED THOUSAND AND NO/100----- \$ 4,660.00 on or

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 4,660.00 on or before the 10th day of each calendar month, September 10, 1975

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.

[illegible][illegible]

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving 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 executed by the mortgagor, 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 to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the cost of searching records and abstracting same; which sums shall be secured hereby and may 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.

Each of the covenants and agreements herein shall be binding upon all successors in interest of the mortgagor, and shall inure to the benefit of any successors in interest of the mortgagee.

Witness my hand and the seal of said County of Clatsop, this 7th day of May, 1973.

 _____, President

State of Oregon)
County of Klamath) ss

Personally appeared Harry Molatore, who being duly sworn, did say that he is the President of Molatore's Motel, Inc., and David Molatore, who being duly sworn, did say that he is the Secretary of Molatore's Motel, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of it's Board of Directors; and, they acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for
My commission expires: 1/10/77

giving and granting to
act and thing whatsoever
might or could do if per
confirming all that shall
to be done, by virtue the

IN WITNESS WHEREOF

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* 50°55'W. along the Southwesterly line of Lots 4 and 5 in said Block 32 a distance of 120.39 feet to a point marked by a nail and lead plug; thence S. 39°05'W. a distance of 26.29 feet to a 5/8" iron pin; thence S. 63°14'W. a distance of 123.23 feet to the point of beginning.

MORTGAGE

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

MAY 8th 1975

at 10 minutes past 11:00 clock A. M.

and recorded in Vol. M 75 of Mortgages.

page 4945 Records of said County

W. D. MILNE County Clerk

By *David Milne* Deputy

FEE \$ 4.00 Mail to
FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF KLAMATH FALLS
Klamath Falls, Oregon

RECEIVED

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