

2228

REAL PROPERTY MORTGAGE

38-9103

THIS MORTGAGE, Made this 23 day of June, 19 75, by and between
ERIC A. WESTIN AND JOAN C. WESTIN, husband and wife, as Mortgagors, and OREGON TELCO CREDIT
 UNION, an Oregon corporation, as Mortgagee,

WITNESSETH: That said Mortgagors, in consideration of the sum of \$ 39,400.00 to them paid by
 Mortgagee, do hereby grant, bargain, sell and convey unto said Mortgagee, its successors and assigns, that certain real property
 described as follows:

See Exhibit "A" attached hereto
 and a part hereof-----

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 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 said Mortgagee, its successors
 and assigns, forever.

This mortgage is intended to secure, and does secure, the payment of a promissory note, of which the follow-
 ing is a substantial copy to-wit:

\$ 39,400.00

Klamath Falls, Oregon

June 19 75

FOR VALUE RECEIVED, I promise to pay to the order of OREGON TELCO CREDIT UNION, at
 Portland, Oregon, the sum of THIRTY NINE THOUSAND FOUR HUNDRED DOLLARS, in lawful money of
 the United States of America, with interest thereon, and decreasing balances thereof, at the rate of EIGHT percent
 per annum from date hereof, until paid.

And I agree to pay said principal and interest in monthly installments of not less than \$ 329.38 each.
 The first of such monthly installments of \$ 329.38 each shall be due and payable on the 30th day of
July, 19 75, and a like payment, or more, shall be due and payable on the 30th day
 of each month thereafter, until the full amount of principal and interest shall have been paid. Each of said monthly
 installments shall be applied first to interest accrued and unpaid, and the balance shall be applied to principal.

If any monthly installment shall not be paid on the due date of such installment, then, at the option of the
 holder of this note, the entire sum, principal and interest, unpaid on this note, shall become at once due and payable.
 And if suit or action is commenced to collect this note, or any part of it, I promise to pay, in addition to the costs and
 disbursements provided by law, such further sum as the Court shall adjudge to be reasonable as attorney's fees to be
 allowed in such suit or action.

The Mortgagor warrants that the proceeds of the loan
 represented by the above described note and this mortgage
 are: (indicate which)

- (a) primarily for Mortgagor's personal, family, household
 or agricultural purposes;
- (b) for an organization or (even if Mortgagor is a natural
 person) commercial purpose other than agricultural.

/s/ Eric A. Westin

/s/ Joan C. Westin

This mortgage also secures all other sums provided for herein, and shall be deemed to secure all further and
 future advances made by the Mortgagee to Mortgagors.

Mortgagors covenant to and with Mortgagee, its successors and assigns, that they are lawfully seized in fee
 simple of said premises and have a valid unencumbered title thereto, except for the usual printed exceptions and easements and
 restrictions of record, if any and

and that they will warrant and forever defend said title against all persons; that they will pay said note, principal and interest, accord-
 ing to the terms thereof; that while any part of said note remains unpaid, they 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; and that they 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 they will keep the build-
 ings now on, or which may be hereafter erected on, said premises insured in favor of Mortgagee against loss or damage by fire, with
 extended coverage, in the sum of not less than \$ 39,400.00, in such companies as Mortgagee may designate, and
 will have all policies of insurance made payable to Mortgagee as its interest may appear, and will deliver all policies to Mortgagee as
 soon as insured; and that they will keep buildings and improvements on said premises in good repair, and will not suffer any waste of
 said premises.

RECEIVED JUN 27 1975
 3:50 pm

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NOW, THEREFORE, if said Mortgagors shall keep and perform all 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 one covenant herein, or institution of proceedings of any kind to foreclose any lien on said premises, or any part thereof, shall give Mortgagee the option to declare the whole amount unpaid on said note, and on this mortgage, at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if Mortgagors shall fail to pay any taxes or charges, or any lien, encumbrance or insurance premium as above provided for, Mortgagee may, at its option, do so, and any payment so made shall be added to and become a part of the debt secured, without waiver, however, of any right arising to Mortgagee for breach of covenant. And this Mortgage may be foreclosed for principal, interest and all sums so paid by Mortgagee. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note shall be included in the lien of this mortgage. Notwithstanding anything to the contrary, this mortgage may not be assumed or assigned by a third party.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of Mortgagors, and the successors and assigns of Mortgagee.

In case suit or action is commenced to foreclose this mortgage, the Court may, upon motion of Mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In construing this mortgage, it is understood that the mortgagor may be only one person; that if the context so requires, the plural pronoun shall be taken to mean the singular, 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 to one individual.

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands and seals the day and year first above written.

X Eric A. Westin (SEAL)

X Joan C. Westin (SEAL)

STATE OF OREGON

County of KLAMATH

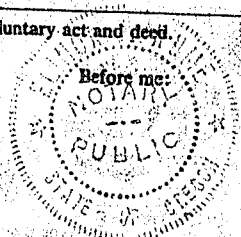
ss.

June 24, 1975

Personally appeared ERIC A. WESTIN
and JOAN C. WESTIN

voluntary act and deed.

above named, and acknowledged the foregoing instrument to be their free and



Elinor J. Hume
Notary Public for Oregon
My Commission Expires: 11-2-75

MORTGAGE	TO
	OREGON TELCO CREDIT UNION
STATE OF OREGON, ss. 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 _____, Record of Mortgages of said County.	
Witness my hand and seal of County affixed.	
By _____	County Clerk—Recorder.
By _____	Deputy.
When Recorded Return to: L. Guy Marshall Tooze Kerr Peterson Marshall & Shenker 801 Standard Plaza Portland, Oregon 97204	

7297 B

EXHIBIT "A"

The following described real property in Klamath County, Oregon:

A tract of land situated in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 17, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the West line of the SE $\frac{1}{4}$ of said Section 17 which is North 00° 07' 58" East 570.00 feet from a brass cap monument marking the S $\frac{1}{4}$ corner of said Section 17; thence South 89° 52' 02" East 30.00 feet to a 5/8 inch iron pin and the true point of beginning; thence continuing South 89° 52' 02" East 189.39 feet; thence North 00° 07' 58" East 230.00 feet; thence North 89° 52' 02" West 189.39 feet; thence South 00° 07' 58" West 230.00 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Transamerica Title Ins

Filed for record at request of _____
this 27 day of June A. D. 1975 at 3:50 clock P. M., and
duly recorded in Vol. M 75, of mortgages on Page 7297
6.00

By Hazel Drayton
Wm D. MILNE, County Clerk