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Mortgage

THIS MORTGAGE, Made this 15th day of July, 1975, by Stephen C. Bowman and Cheryl C. Bowman, husband and wife, Mortgagor, to Ronald L. Heckenlively and Roberta H. Heckenlively, husband and wife, Mortgagee,.

WITNESSETH, That said mortgagor, in consideration of THIRTY-SEVEN HUNDRED and NO/100 DOLLARS, (\$3,700.00) 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:

Beginning at a point in the center line of Morningside Lane, a 40 foot roadway, from which the Northwesterly corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, bears South 88°50 $\frac{1}{2}$ ' West along the center line of the said Morningside Lane 1435 feet and North 0°10' East along the Westerly boundary of the said Section 21, 858 feet, and running; thence North 88°50 $\frac{1}{2}$ ' East 640 feet; thence North 0°10' East 236.8 feet; thence North 89°40' West 640 feet; thence South 0°10' West 253.4 feet to the point of beginning.

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 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
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conv:

\$ 3,700.00 Klamath Falls, Ore., July 19 1975
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Ronald L.
Heckenlively and Roberta H. Heckenlively
at Klamath Falls, Oregon
Three Thousand Seven Hundred and no/100-----DOLLARS,
with interest thereon at the rate of 9 percent per annum from September 1, 1975 until paid, payable in
four (4) installments of not less than \$ 1,000.00 in any one payment; interest shall be paid yearly and
in addition to the minimum payments above required; the first payment to be made on the 1st day of April
19 76, and a like payment on the 1st day of April thereafter, until the whole sum, principal and
interest has been 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 holder's
reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, 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.
* Strike words not applicable.

W. Stephen C. Bowman
W. Cheryl C. Bowman

This mortgage is inferior, and subject to the following
two (2) prior mortgages as follows:

1. Ronald L. Heckenlively and Roberta H. Heckenlively
to First Federal Savings and Loan Company dated
September 29, 1972, and recorded in the mortgage
records of the above named County in Volume M-72,
at page 11109 thereof;
2. Ronald L. Heckenlively and Roberta H. Heckenlively
to U. S. National Bank of Oregon, Town and Country
Branch, dated August 11, 1972, and recorded in the
mortgage records of the above named County in
Volume M-72 at page 12311, thereof;

said prior mortgages and the obligations secured thereby
hereinafter, for brevity, are to be called simply "first and
second mortgages".

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 and second mortgages
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

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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,

The mortgagor shall have no alterations done on the buildings contained on said described property, until the mortgagee's names have been removed from the first and second mortgages.

The mortgagor also shall pay to the mortgagee's any discount received on early payment of first mortgage.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage and second mortgage as well as the note secured hereby 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 payments of the note 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 any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note 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 or pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, or fail to do or perform anything required of him by said first mortgage, or second mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby without waiver, however, of any right arising to the mortgagee for

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breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any 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 mortgagee 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 herein contained shall apply to and bind the heirs, executors, administrators 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 WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.


Stephen C. Bowman


Cheryl C. Bowman

STATE OF OREGON)
County of Klamath) ss.

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BE IT REMEMBERED, That on this 15th day of July, 1975, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Stephen C. Bowman and Cheryl C. Bowman, husband and wife, known to me to be the identical individuals 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.



Sandra Handwerker
Notary Public for Oregon
My Commission Expires: 7-23-77

STATE OF OREGON,)
County of Klamath) ss.

Filed for record at request of:

ROBERT THOMAS, ATTY.
on this 16th day of JULY A. D., 1975
at 3:00 o'clock P. M. and duly
recorded in Vol. M. 75 of MORTGAGES
Page 8078

WM. D. MILNE, County Clerk

By *Glenn Magie*
Deputy.
Fee 1.50

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*Ret: Robert Thomas
930 Klam. Ave
Klamath Falls, Ore*