

3548

REAL PROPERTY MORTGAGE
(Please print or type all names and addresses)

Vol. 75 9292

9527-001066

THIS MORTGAGE, made the 19 day of July, 1975
 by RALPH A. AND MARY E. WINTER
 of 3707 PINEBOVE RD. KLAMATH FALLS, ORE.
 to WESTERN BUILDERS & DESIGN, CORP.
 of 490 2ND AVE. PORT. ORE. 97212

(Husband and wife) (single man) (single woman)
 (strike out designations that do not apply)
 (called Mortgagor herein)

(called Mortgagee herein)

WITNESSETH

WHEREAS, Mortgagor as Buyer is purchasing certain goods and service or services (called Property Improvement herein) from Mortgagee as Contractor under a Home Improvement Installment Contract dated 7-19-1975 and the Mortgagor's unpaid indebtedness thereunder (referred to herein as Total of Payments) being \$5,491.72

payable at the offices of General Electric Credit Corporation at Corporation at

in 84 consecutive monthly installments, each installment in the amount of \$65.38, except a final installment of \$65.38, the first installment payable one month from the date of completion of the property improvement unless a different first payment date is inserted here.

NOW, THEREFORE, to secure the payment and performance by Mortgagor of the Home Improvement Installment Contract and the performance of the covenants herein contained and to induce Mortgagee to enter into said Installment Contract with Mortgagor and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Mortgagor has given, granted, bargained, sold, aliened, released, conveyed and confirmed, and these presents does give, grant, bargain, sell, alien, enclose, release, convey and confirm to Mortgagee, Mortgagee's heirs, executors, administrators successors or assigns forever, subject to prior encumbrances of record all the following described real premises known as: A 1/2 of Lot 8 Block 1 PINEBOVE RANCHITES

RECEIVED

3.40 pm

in the _____ of _____ County of KLAMATH
 and State of Oregon, described in a deed to Mortgagor dated _____, 19____, in the Office of the _____ and recorded on _____ of _____

TO HAVE AND TO HOLD the above granted and bargained premises, with all the privileges and appurtenances thereof, unto the Mortgagee, Mortgagee's heirs, executors, administrators, successors or assigns, to the keeping and performance of all the covenants stated herein, then this Mortgage, and Home Improvement Installment Contract shall be null and void, otherwise to remain in full effect. Any renewal of the said Installment Contract, or the extending of payments of any installment thereof shall not waive any rights of the Mortgagee created hereby.

Should the premises above described be sold or conveyed or in the event any mechanics', materialmen's, workmen's, judgment or tax liens be against the premises, or this or any mortgage covering the premises shall be in default on or after the date hereof or should the said Installment Contract be in default, then the indebtedness secured hereby, shall at the option of Mortgagee immediately become due and payable, anything therein to the contrary notwithstanding.

Upon such default or any default in the performance of the covenants herein, Mortgagee may enter upon and take possession of the said premises, receive the rents and profits thereof and to apply the same toward the payment of taxes, upkeep of the property and the fulfillment of the covenants of this mortgage; or at the option of Mortgagee, to cause a receiver to be appointed; or to sell or cause to be sold the property hereby mortgaged and to convey the same to the purchaser, pursuant to the statute in such case made and provided and out of the proceeds of such sale to retain the moneys due under the terms of this mortgage, the cost and charge of such sale, and the attorney's fee provided by statute, rendering the surplus money, if any, to the Mortgagor.

Mortgagor will keep the premises fully insured against loss by fire, cyclone, storm, flood and such other risks as Mortgagee may require, with insurance company or companies satisfactory to Mortgagee, for the benefit of Mortgagee and in default thereof Mortgagee may (but shall not be obligated to) so insure the same. Such expenditures for insurance by Mortgagee shall become so much additional indebtedness secured hereby. Mortgagor shall provide, upon Mortgagee's request, evidence of insurance coverages, which coverages shall also provide for ten (10) days' prior written notice to Mortgagee of any cancellation or material modification of insurance.

No building on the premises shall be removed or demolished without the consent of Mortgagee and Mortgagor covenants not to commit or permit waste of any kind upon or of said property.

Mortgagor will pay all taxes, assessments or water rates, and in default thereof, Mortgagee may pay the same, but shall not be obligated to do so notwithstanding the security hereby provided for such, Mortgagor shall be in default under this mortgage, and the amount paid shall be so much additional indebtedness secured hereby.

The failure of Mortgagor to pay any part of any installment of taxes, assessments or insurance premiums under the provisions of this mortgage at the time or times when such items are due and payable, shall constitute waste. Any amounts paid by Mortgagee for insurance, taxes, assessments and water rates shall bear interest at the highest lawful contract rate, and shall be paid by Mortgagor upon demand.

Mortgagor hereby relinquishes all rights of homestead. This mortgage shall inure to the benefit of the successors and assigns of Mortgagee and shall be binding upon the heirs, executors, successors and legal representatives of Mortgagor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

IN WITNESS WHEREOF, the Owner(s), relinquishing and conveying his (their) rights by descent and all other rights in the above described premises, has (have) hereunto set his (their) hand and seal the day and year first above written, as his (their) voluntary act and deed, after having read the contents hereof.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

Charles H. Fox
 (Witness)

X Ralph A. Winter
 Mortgagor

I.S. (If Mortgagor
 is married,
 spouse must
 sign)

X Mary E. Winter
 Mortgagor

(type or print names beneath signatures)

(type or print names beneath signatures)

ORIGINAL

9293

ACKNOWLEDGEMENT -- Individual(s)

STATE OF Oregon COUNTY OF Washington
 On this 11 day of August, 1972, before me personally came and appeared

George S. Shindberg and
(Name of individual(s) signing)
 this wife to me known to be, and who I am satisfied is, the maker of, and the person(s) described in and who executed the foregoing instrument, and did
 duly acknowledge to me that it was executed and signed, sealed and delivered in accordance with the laws of the State of Oregon, and for the uses and purposes
 therein expressed. Before me,

A Notary Public in and for

Portland County, State of Oregon

Residing at

Portland

My Commission expires

11-25

1972

REAL PROPERTY MORTGAGE

TO

When recorded mail to:

Space below for Register's use only

ORC
 Sylvan Bldg Rm 201
 2035 SW 5th
 Portland, Oregon 97221

ASSIGNMENT OF MORTGAGE

9294

Know all men by these presents, that Western Builders & Designers, Inc. State of Oregon in consideration of the sum of Twenty Five Hundred and Twenty Five Dollars, lawful money of the United States, to them in hand paid by General Electric Credit Corp. at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said General Electric Credit Corp. a certain mortgage, made and executed by Raymond A. Smith and Mary E. Smith in favor of Western Builders & Designers, Inc. bearing date the 10 day of August in the year nineteen hundred and 1975 and recorded on the 10 day of August, 1975 in the office of the County of Klamath town records, liber 10 of deeds, volume 10 at page 10, to which reference may be had for a more particular description of said mortgage and of the land therein described together with Home Improvement Installment Contract of even date and obligation therein described, and the money due and to become due thereon. TO HAVE AND TO HOLD the same unto the said General Electric Credit Corp. its successors and assigns forever. And Western Builders & Designers, Inc. covenant, promise and agree that there is now due and owing upon said Home Improvement Installment Contract and mortgage, without offset or defense of any kind, the sum of Fifty Five Hundred and Twenty Five Dollars (\$55,250.00).

IN WITNESS WHEREOF, Western Builders & Designers, Inc. have set their hand and seal this 10 day of August in the year of Our Lord 1975. Signed, sealed and delivered. Raymond A. Smith (Name of Officer) In the presence of Mary E. Smith (Witness) By Raymond A. Smith (Name of Officer or Position) (Title) (Typed Name of Officer and Title)

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP

STATE OF Oregon, COUNTY OF Klamath, ss: I, Raymond A. Smith, a Notary Public duly qualified in and for said County and State, hereby certify that on this 10 day of August, 1975, in Portland, Oregon (Place) in said County, before me personally appeared

(FOR INDIVIDUAL)

to me personally well known as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained and set forth. Given under and witness my hand and official seal the day and year in this certificate first above written.

(FOR PARTNERSHIP)

to me personally well known and known as and to be a member of the partnership of Western Builders & Designers, Inc. and the identical person described in and party to and who executed in said partnership name the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and he duly acknowledged to me that he signed, sealed and delivered the same in said partnership name as and for and to be his said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained and set forth. Given under and witness my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC

NOTARY PUBLIC

Notary Public in and for

County State of

Residing at

My commission expires

19

ACKNOWLEDGMENT BY CORPORATION

STATE OF Oregon, COUNTY OF Klamath, ss: I, Raymond A. Smith, a Notary Public duly qualified in and for said County and State, hereby certify that on this 10 day of August, 1975, in Portland, Oregon (Place) in said County, before me personally appeared

Raymond A. Smith (Name of Officer who signed), to me personally well known to be the identical person who signed the within and foregoing instrument of writing in his (her) own proper handwriting and well known to me to be and who acknowledged himself (herself) to be the President (Title of Officer of Western Builders & Designers, Inc. (Name of Corporation) the Corporation which executed the same and produced and delivered the same before me, and who, being by me first duly sworn, did say that (s) he is such officer of the aforesaid corporation, and being authorized so to do, executed the foregoing instrument; that (s) he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that (s) he knows the contents of said instrument; that (s) he resides at 700 S.W. 4th Ave., Portland, Oregon; that (s) he knows the seat of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said Raymond A. Smith (person) acknowledged that (s) he executed said instrument as his (her) free, true, voluntary and lawful act and deed in his (her) said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained and set forth, by signing the name of the corporation by himself (herself) as such officer. Witness my hand and official seal the day and year in this certificate first above written.

Raymond A. Smith NOTARY PUBLIC in and for Portland, Oregon County, State of Oregon Residing at Portland, Oregon My commission expires 11-25, 1978

NT	MORTGAGE	<u>Raymond A. Smith</u> <u>Sylvan Billig Rasmussen</u> <u>2035-84.58</u> <u>Portland Ore</u> <u>97221</u>
----	----------	-----------------------------------------------------------------------------------------------------------------------

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of GENERAL ELECTRIC CREDIT CORP.,

this 8th day of AUGUST A. D., 1975 at 3:40 o'clock P. M., and duly recorded in

Vol. M-75 of MORTGAGES on Page 9292

F E \$ 9.00

WM. D. MILNE, County Clerk

By W. D. Milne Deputy