

3649 REAL PROPERTY MORTGAGE  
(Please print or type all names and addresses)

9295

THIS MORTGAGE, made the Eight day of July, 19 75  
by Charles S. Rhodes and Viola J. Rhodes (Husband and wife) (Strike out designations that do not apply)  
of 2260 Garden Avenue, Klamath Falls, Oregon (called Mortgagor herein)  
to Lester Construction Company  
of 1807 NE 39th Avenue, Portland, Oregon (Contractor's Address) (called Mortgagee herein)

WHEREAS, Mortgagor as Buyer is purchasing certain goods and service or services (called Property Improvements herein) from Mortgagee as Contractor under a Home Improvement Installment Contract dated July 8th, 19 75,  
and the Mortgagor's unpaid indebtedness thereunder (referred to therein as Total of Payments) being \$ 8,284.92 (Eight thousand two hundred eighty-four and 92/100 Dollars)

payable at the offices of General Electric Credit Corporation at 300 NE 120th, Bellevue, Washington  
Corporation at  
in 84 consecutive monthly installments, each installment in the amount of \$ 98.63, except a final installment of \$ 98.63, the first installment payable one month from the date of completion of the property improvement unless a different first payment date is inserted here.

Thereafter until fully paid. The Home Improvement Installment Contract also providing for delinquency charges.

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, conveyed, released, conveyed and confirmed, and these presents does give, grant, bargain, sell, alien, convey, 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:

Lot 472 in Block 114 of Mills Addition to the City of Klamath Falls

AUG 1 1975

2:40 pm

in the City of Klamath Falls, County of Klamath  
and State of Oregon, described in a deed to Mortgagor dated  
and recorded on       , 19       , in the Office of the  
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, workmen's, judgment or tax liens lie 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. Mortgagee 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:

Lewis Goldman  
(Witness)

(Witness)

(type or print names beneath signatures)

Charles S. Rhodes  
Mortgagor

Viola J. Rhodes  
Mortgagor

(type or print names beneath signatures)

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

ORIGINAL

9296

ACKNOWLEDGEMENT — Individual(s)

STATE OF Oregon COUNTY OF Multnomah ss.

On this 8th day of July, 19 79, before me personally came and appeared

Charles S. Rhodes

and Viola J. Rhodes  
(Name of Individual(s) Signing)

(his wife) to me known to be, and who I am satisfied is (are) the maker(s) of and the person(s) described in and who executed the foregoing instrument and did duly acknowledge to me that he executed and signed, sealed and delivered the same as his free voluntary act and deed for the uses and purposes therein expressed. Before me,

A Notary Public in and for Multnomah County, State of Oregon

Residing at Portland, Oregon

My Commission expires

July 10 19 79  
*[Signature]*

REAL PROPERTY MORTGAGE

TO

When recorded mail to:

Space below for Register's use only

RECORDED  
SYLVAN BLDG. RM 201  
2035 SW 58th  
Portland, Oregon 97221

# ASSIGNMENT OF MORTGAGE

9297

Know all men by these presents, that Lager Construction Company  
City of Portland State of Oregon  
in consideration of the sum of Fifty one hundred and sixty  
to them in hand paid by General Electric Credit Corporation  
at or before the enseatng and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred  
and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said General Electric Credit Corp.  
a certain mortgage, made and executed by Charles S. Rhodes and Viola J. Rhodes in favor of  
Lager Construction Company bearing date the eight day of July in the year nineteen hundred  
and 75 and recorded on the day of July, 1975 in the office of the  
of the County of town records, liber of deeds, volume at page, 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 Corporation its successors and assigns forever  
And Lager Construction Company  
covenant S, promise S, and agree S 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 eight thousand two hundred eighty-four & 92/100 Dollars (\$ 8,284.92).

IN WITNESS WHEREOF, Lager Construction Company  
have set their hand and seal this 25th day of July in the year of Our Lord 1975  
Signed, sealed and delivered.  
In the presence of Arthur B. Jensen (Witness)  
By Louis Goldman (Name of Officer or Position) (Title)  
Louis Goldman, Owner-Partner  
(Typed Name of Officer and Title)

## ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP

STATE OF OREGON COUNTY OF MULT SS:  
I, Arthur B. Jensen a Notary Public duly qualified in and for said County and State, hereby certify that on this 25  
of July, 1975, in Portland (Place) in said County, before me personally appeared Louis Goldman

### (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 instru-  
ment 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 consider-  
ation 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 as and to be a member of the partnership of  
Lager Construction Company  
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 partner-  
ship 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 in and for

County State of OREG

Residing at

My Commission expires July 10, 1975

## ACKNOWLEDGMENT BY CORPORATION

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS:  
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, hereby certify that on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, in \_\_\_\_\_ (place) in said County, before me personally appeared \_\_\_\_\_

(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 \_\_\_\_\_ (Title of Officer) of

(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 \_\_\_\_\_; that (s) he knows the seal 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 \_\_\_\_\_ (person) acknowledged that (s) he executed said instrument as his (her) free, true, voluntary and lawful act and deed  
and the free, true, voluntary, lawful and corporate act and deed of said corporation in pursuance of said authority by him (her) 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.

NOTARY PUBLIC in and for

County, State of \_\_\_\_\_

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_, 19\_\_\_\_

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of GENERAL ELECTRIC CREDIT CORPN,

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 9295

FEES \$ 9.00

WM. D. MILNE, County Clerk

By Hazel Milne Deputy