

10098

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1915

THIS MORTGAGE, Made this 9th day of January, 1976, by
DALE GOODE and JUANITA S. GOODE, husband and wife, Mortgagee,
to NORMAN R. WEAVER and DAISY WEAVER, husband and wife, Mortgagees.

WITNESSETH, That said mortgagee, in consideration of the sum of - - - Nine Thousand,
and 00/100 - - - (\$9,000.00) Dollars
to the mortgagee paid by the mortgagees, the said mortgagee does hereby grant, bargain, sell and convey unto
the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns
and the heirs of the survivor of them, those certain premises situate in the County of Klamath
and State of Oregon, and described as follows, to-wit:

The South one-half of Lot 14 in Block 7 of ALTAMONT ACRES,
according to the official plat thereof on file in the
records of Klamath County, Oregon,

together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in any
wise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed
or installed in or upon said described premises.

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of sur-
vivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of ONE certain promissory note in words
and figures substantially as follows: Klamath Falls, Oregon January 7, 1976
\$9,000.00

I (or if more than one mortgagor) do, jointly and severally, promise to pay to ~~the~~ Norman R. Weaver and
Daisy Weaver, ~~the~~ c/o First Federal Savings & Loan Assn
and upon the death of any of them, then to ~~the~~ the survivor of them, at Klamath Falls, Oregon DOLLARS,
- - - Nine Thousand, and 00/100 - - -
with interest thereon at the rate of 7-1/2 percent per annum from February 1, 1976 until paid, payable in
monthly installments, at the dates and in the amounts as follows: Not less than \$150.00 on March 1,
1976, and not less than \$150.00 on the 1st day of each month thereafter;

balloon payments, if any, will not be refinanced; interest to be paid with principal and ~~the~~ the payments above re-
quired; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not
so paid, all principal and interest shall 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 the reasonable attorney's fees and collection costs of the holder
hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2)
if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's rea-
sonable attorney's fees in the appellate court.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right
of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and in-
terest shall vest absolutely in the survivor of them.

* Strike words not applicable.

All or any portion may be prepaid
without penalty.

Payment of this Note is subject to an Agreement dated February 3, 1976, to which reference
is hereby made for details.

FORM No. 692—INSTALLMENT NOTE—Survivorship

SN Stevens-Ness Law Pub. Co., Portland, Or.

any or the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit:
1976

In construing this mortgage and the said note, the word "survivor" shall include survivors; the term "mortgagee" shall include mortgagees; the
singular pronouns shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made;
assumed and implied to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because
it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of
survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein
given to the mortgagees shall vest forthwith in the survivor of them.

The mortgagee warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- primarily for mortgagee's personal, family, household or agricultural purposes (see Important Notice below);
- for an organization or (even if mortgagee is a natural person) are for business or commercial purposes other than agricultural purposes.

And said mortgagee covenants to and with the mortgagees, and their successors in interest, that he is lawfully seized in fee simple of said
premises and has a valid, unencumbered title thereto

and will warrant and defend the same against all persons, that he will pay said note(s), principal and interest, according to the terms thereof; that within any part of said note(s) 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(s) above described, when due and payable and before the same become delinquent; that he 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 he will keep the buildings now on or which may hereafter be erected on the premises insured in favor of the mortgagor against loss or damage by fire, with extended coverage, in the sum of \$ full insurable value in a company or companies acceptable to the mortgagees and will have all policies of insurance on said property made payable to the mortgagees as in a company or companies acceptable to the mortgagees and will have all policies of insurance on said premises to the mortgagees as in a company or companies acceptable to the mortgagees; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, it is covenanted and agreed that if the mortgagor shall fail to make any payment on or to perform any covenant herein, or if a proceeding of any kind or nature shall be had, or if the mortgagee shall have the option to declare the whole amount unpaid on said note(s) or on this mortgage at once due and payable and the mortgagee may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at their option do so, and any payment or sums shall be added in and become a part of the debt secured by this mortgage and shall bear interest at the same rate as said note(s), without waiver, however, of any right arising in the mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagee neglects to pay 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 mortgagees in this regard, including all statutory costs and disbursements and such further sums 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 mortgagee 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 recovered by the lien of this mortgage and included in the decree of foreclosure. In case said or action is commenced to foreclose this mortgage, the court upon motion of the mortgagee, may appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure and apply the same to the payment of the amount due under the mortgage. That deducting all proper charges and expenses attending the execution of the mortgage and the payment of the amount due under the mortgage, such and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successors in interest and assigns of said mortgagor and of said mortgagees respectively.

PAYMENT OF THIS MORTGAGE IS SUBJECT TO AN AGREEMENT DATED FEBRUARY 3, 1976 TO WHICH REFERENCE IS HEREBY MADE FOR DETAILS. Dale in NW 1/4 D.E.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

MORTGAGE

(Survivorship)
(S-N Form No. 491)

TO

STATE OF OREGON

County of Klamath
I certify that the within instrument was received for record on the 10th day of JANUARY, 1976, at 12:47 o'clock P.M., and recorded in book 76 on page 1915 or as file number 1915
Witness my hand and seal of County of Klamath.

W. H. VINE

COUNTY CLERK

By *Heidi Dragic* Deputy
FILED 5:00
JAN 10 1976
CLERK OF COUNTY CLERK, Klamath Falls, Oregon

GARONG & SISEMORE
640 MAIN STREET
KLAMATH FALLS, OREGON 97601

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 9th day of January, 1976, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Dale Goode and Juanita S. Goode, husband and wife,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL)

Notary Public for Oregon
My commission expires

W. GARONG, JR.
Notary Public for Oregon
My commission expires December 30, 1976