

92-7771

A-26992

15077

Vol. 76 Page

8964

## THE MORTGAGOR

EKO INVESTMENTS, INC., an Oregon Corporation, hereby mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, a Federal Corporation, hereinafter called "Mortgagee", the following described real property, situated in Klamath County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits thereof, to wit:

PARCEL 1: Lots 25 through 36, inclusive, in Block 5 and Lots 7 through 24, inclusive, in Block 8 of ST. FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: That portion of vacated Cannon Street adjacent to Lots 25 through 48, inclusive, in Block 5, and Lots 7 through 24, inclusive, in Block 8 of ST. FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH all heating apparatus (including firing units), lighting, plumbing, water, heater, venetian blinds, and other fixtures, which now or hereafter may be attached to or used in connection with said premises and which shall be construed as part of the realty, AND ALSO TOGETHER WITH 40 each Sears refrigerators, model #66201 and 66401; 3 each Sears refrigerators model #66051; 1 each commercial ice maker #85482; 4 each Sears coin operated automatic washers; 4 each Sears coin operated automatic dryers; 40 each Sears 30 inch Electric Range model #92161 and #92061; 3 pair Lady Kenmore washer/dryer model #26936&#66936, to secure the payment of certain promissory note executed by the above named mortgagors for the principal sum of(\$673,600.00) SIX HUNDRED SEVENTY THREE THOUSAND SIX HUNDRED AND NO/100, bearing even date, principal and interest being payable in monthly installments of \$5,934.45 on or before the 10th day of each calendar month, commencing March 10, 1977 and to secure the payment of such additional money, if any,

Mortgage - Page 1

JUN 17 AM 10 47

as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of any payment on one note and part on another, as the mortgagee may elect.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured against loss by fire or other hazards, in such companies as the mortgagee may direct, in an amount not less than the face of this mortgage, with loss payable first to the mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the mortgagee. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance carried upon said property and in case of loss or damage to the property insured, the mortgagor hereby appoints the mortgagee as his agent to settle and adjust such loss or damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right of the mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now on or hereafter erected upon said premises shall be kept in good repair, not altered, extended, removed, or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind levied or assessed against said premises, or upon this mortgage or the note and or the indebtedness which it secures or any transactions in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or



which becomes a prior lien by operation of law; and to pay premiums on any life insurance policy which may be assigned as further security to mortgagee; that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of said yearly charges. No interest shall be paid by mortgagors on said amounts, and said amounts are hereby pledged to mortgagee as additional security for the payment of this mortgage and the note hereby secured.

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any other right or remedy herein given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the costs of searching records and abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time which such proceeding is pending, the mortgagee,

without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and neuter genders; and in the singular shall include the plural; and in the plural shall include the singular.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon this 10th day of June, 1976.

EKO INVESTMENTS, INC., an Oregon Corporation

By: Richard M. Kowalis President  
By: W. S. Oppelt Vice-President  
By: Lewis E. Erbes Secretary-Treas.

STATE OF OREGON )  
ss.  
COUNTY OF Klamath)

On this 10 day of June, 1976, before me appeared Richard M. Kowalis W. S. Oppelt and Lewis E. Erbes, who being duly sworn did say that he, the said Richard M. Kowalis the President, and he, the said W. S. Oppelt is the Vice-President, and he, the said Lewis E. Erbes is the Secretary-Treasurer of EKO INVESTMENTS, INC., and Oregon Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and they acknowledged said instrument to be the free act and deed of said Corporation.

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

W. S. Oppelt  
340 Main  
1976

W. S. Oppelt  
Notary Public for Oregon  
My commission expires: 1/10/79

Mortgage - Page 4

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 17th day of JUNE A.D., 19 76 at 10:47 o'clock A M., and duly recorded in Vol. M 76 of MORTGAGES on Page 8964.

FEE \$ 12.00

WM. D. MJLNE, County Clerk  
By: Hazel H. Hargis Deputy