

JESSIE W. HURLEY AND BEVERLY M. HURLEY, Husband and Wife

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:

Lot 19 in Block 2 of Tract No. 1063, THIRD ADDITION TO VALLEY VIEW,  
Klamath County, Oregon.

Mortgagors performance under this Mortgage and the Note it secures may not be assigned to or assumed by another party. In the event of an attempted assignment or assumption, the entire unpaid balance shall become immediately due and payable.

together with all heating apparatus (including firing units), lighting, plumbing, water heater, venetian blinds, and other fixtures which now are or hereafter may be attached to or used in connection with said premises and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of TWENTY NINE THOUSAND TWO HUNDRED AND NO/100 semi-annual installments on the

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 Dollars, bearing even date, principal, and interest being payable in monthly installments of \$  
 10th day of February, 1977 and the 10th day of August, 1977, and the  
 principal balance plus interest due on or before 18 months from date.

and to secure the payment of such additional money, if any, 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.

[illegible][illegible]

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 made 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 cost 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 while 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 mortgagee 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.

shall inure to the benefit of any successors in interest of the mortgagor.

10th August 1976

Inure to the benefit of any successors in interest of the undersigned.

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

STATE OF OREGON } ss.  
County of Klamath }

THIS CERTIFIES, that on this 10 day of August

THIS CERTIFIES, that on this \_\_\_\_\_ day of \_\_\_\_\_  
A. D., 1976, before me, the undersigned, a Notary Public for said state personally appeared the within named

JESSIE W. HURLEY AND BEVERLY M. HURLEY, Husband and Wife

JESSIE W. HURLEY AND BEVERLY M. HURLEY, Husband and Wife, do hereby certify that the person they to me known to be the identical person 3 described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes therein expressed.

\_\_\_\_\_ and official seal the day and year last above written.

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

IN TESTIMONY WHEREOF,  
PUBLIC  
CLERK OF COURT

Notary Public for the State of Oregon  
Residing at Klamath Falls, Oregon.  
My commission expires: 10-13-78

12359  
MORTGAGE

Mortgagors

-To-

FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF  
KLAMATH FALLS  
Klamath Falls, Oregon

Mortgagee

STATE OF OREGON } ss  
County of Klamath

Filed for record at the request of mortgage on

August 10, 1976

at 29 minutes past 3 o'clock P. M.

and recorded in Vol. M 76 of Mortgages,

page 12358 Records of said County

WM. D. MINE  
County Clerk.

By *Charles D. Dugan*  
Deputy.

Fee \$6.00

Mail to

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF KLAMATH FALLS  
Klamath Falls, Oregon

540 Main