

23645

Vol. 72 Page 61

7889

MORTGAGE

Vol. 75 Page 15246THIS MORTGAGE, made this 26th day of November, 1975, by and betweenDavid C. and Linda M. Groves hereinafter called Mortgagor, and
Equitable Savings and Loan Assn. hereinafter called Mortgagee.WITNESSETH, that, whereas, the Mortgagee has loaned to the Mortgagor the sum of
40/100
***SIX THOUSAND THREE HUNDRED SEVENTY-FOUR AND DOLLARS, which sum the Mortgagor agrees to
repay to the Mortgagee according to the terms of a promissory note of even date for said sum executed and delivered
by the Mortgagor to the Mortgagee.NOW, THEREFORE, in consideration of said loan, and for the purpose of securing the payment of said several
sums of money and interest specified in said note, and the faithful performance of all the covenants therein and
herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and
assigns forever, all of the following described real property, situated in the County ofKlamath and State of Oregon, to-wit: Lot 5 in Block 18
of North Klamath Falls, according to the official plat thereof, records of
Klamath County, Oregon.This instrument is being rerecorded to correct the legal description.
The following described real property as situate in Klamath County, Oregon:
together with any other property which shall be determined to be a part of said real estate (collectively "the
property").This mortgage is given to secure the payment of the several sums of money and interest specified in said note
hereinbefore mentioned, and the performance of the covenants and conditions therein and herein contained; upon
the full payment of which said sums and the full and complete performance of which said covenants and conditions,
as herein required, this conveyance shall be null and void, otherwise it shall be and remain in full force and effect.It is expressly provided that time and the exact performance of all the conditions of this mortgage are of the
essence of this contract, and in case default be made in the payment of any of said sums of money when due and
payable, as above provided, then the whole of the principal sum and the interest accrued at the time default is made,
and all other sums which the holder of this mortgage shall have paid or become liable to pay shall, at the option of
such holder thereof, become immediately due and payable without demand or notice, and this mortgage may be
foreclosed at any time thereafter without notice.And it is also expressly agreed that if any suit is instituted to effect such foreclosure, by reason of any such
default, the party to such suit holding this mortgage may recover therein as attorney's fees such sum as the court
may adjudge reasonable in such suit or action and any appeal therein, together with the costs incurred or paid by
such party for continuation of abstract or title search from the date of this mortgage to the date of instituting such
foreclosure suit, in addition to the costs and disbursements allowed by law, and said attorney's fees and other costs
shall be secured by this mortgage.

IN TESTIMONY WHEREOF, the Mortgagor has signed this mortgage the day and year first above written.

STATE OF Oregon) ss
County of Klamath

David C. Groves

Linda M. Groves

11-26-75, 19

Personally appeared the above named David C. & Linda M. Groves and acknowledged
the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Notary Public for Oregon

My Commission expires: March 1, 1976

L-445 (9-73)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of EQUITABLE SAVINGS & LOAN CO.this 4th day of DECEMBER A. D., 19 75 at 12:41 o'clock P M., and duly recorded inVol. M 75 of MORTGAGES on Page 15246

FEE \$ 3.00

WM. D. MILNE, County Clerk

By Angel DiazSTAT
I here

SECOND MORTGAGE

TO

STATE OF

County of

I certify that the within instrument was received for record on the day of 19 at o'clock M., and recorded in book on page of Record of Mortgages of said county or as filing fee No. Witness my hand and seal of county affixed.

Title

Deputy

Please return to: Equitable S & L Assn.
1300 SW 6th Ave.
Portland, OR 97201
H.I.L. #10-21-500039-03

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The South half of Lots 5 and 6, Block 18 of North Klamath Falls Addition to the city of Klamath Falls, according to the official plat thereof, records of Klamath County, Oregon.

re-recorded to correct description

STATE OF OREGON; COUNTY OF KLAMATH; ss.

this 3rd day of January A. D. 1977 at 2:54 P. M., and duly recorded in Vol. M77, of Mortgages on Page 61

Wm D. MILNE, County Clerk

Fee \$6.00

By *[Signature]*

STATE OF OREGON
County of KLAMATH
This is a record

1358 Klamath Falls, Ore. 97601

DATE RECEIVED BY LOCAL REGISTRAR
DEC 22 1978
DATE RECEIVED BY STATE REGISTRAR

Official Chapel, 515 Pine, Klamath Falls, Ore. 97601

VS. 1 R. 46