1396 mtc Vol Page 8181 105A-MORTGAGE-One Page Long TC 79-77 THIS MORTGAGE, Made this 9th ALMAN NEAL GARDNER and ANN MARIE GARDNE Mortgagor, by FRED WINEBARGER and/or LORENE WINEBARGER Mortgagee, to . WITNESSETH, That said mortgagor, in consideration of <u>Nine Hundred</u> and <u>oo/100---</u> <u>Dollars</u>, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-tain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit: Lots 11 and 12 LOST RIVER COURT ADDITION IN THE CITY OF MERRILL, Klamath County, Oregon. 272-AM Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage. TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever. following is a substantial copy: , 19**77** May 9 Merrill, Oregon \$ 900.00 after date, each of the undersigned promises to pay to the order of Ten Years Fred and/or Lorene Winebarger Nine Hundred and 00/100----- DOLLARS, with interest thereon at the rate of _________ percent per annum from __GATE___hETEOT____until paid. Interest to be paid____**quarterly**________ and if not so paid, the whole sum of both principal and interest to become im-mediately 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, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises 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 reasonable attorney's fees in the appellate court. 1 Alman Neal Gardner Ann Marie Gardner No. The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-due, to-wilt: And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully selsed in lee simple of said premises and has a valid, unencumbered title thereto comes due, to-wit: source in two simple of sum promises the new analysis and persons; that he will pay said note, principal and interest, according to not will warrant and lorover defend the same against all persons; that he will pay all taxes, assessments and other charges of every the terms thereol; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every the terms thereol; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every the terms thereol; that while any part of said property, or this mortgage or the note above described, when due and pay-nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-nature which may be levied or assessed against said property, or this mortgage or the not all liens or encumbrances that able and before the same may become delinquent; that he will promises continuously insured against loss or daning by line and such other now on or which hereatter may be crected on the said promises continuously insured against loss or daning by line and such other has are as the mortgage may from there to time require, in an anount not less than the original principal sum of the note or has are as the mortgage may intern three to time require, in an anount not less than the original principal sum of the mot-phige as and then to the mortgage, in a company or companies acceptable to the mortgage, with hoss payable lirst to the mort-gage and then to the mortgage is their respective interests may appear; all policies of insurance shall be delivered to the mort-gage and then to the mortgage may prior to the expiration of any policy of insurance now or hereafter placed on said promises to the mortgage and promises of the same at mortgage's expense; that he will keep the buildings and improvements on said promises in good repair and will not commit or suffer any waste of said promises. At the values of the unortgage, the mortgage shall he m

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New, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a lailure to perform any covenant herein, or if a pro-ceeding of any kind be taken to foreclose any lien on said premises or any part thereoi, the mortgage shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be fore-closed at any time thereatter. And if the mortgager shall tail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgage may at his option do so, and any payment so made shall be added to and become a part of the dobt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to ropay any sums so paid by the mortgageo. In the event of any suit or action being instituted to foreclose this mortgage, the mortgage agrees to pay all reasonable costs incurred by the mort gagee as plaintiff's attorney's less in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor lurther promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's less and assigns of said nortgagor and of said mortgage respectively. In case suit or action is commenced to larcelose this mortgage and included in the decree of foreclosure. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgage respectively. In case suit or action is commenced to la

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

Mass Je Alman Neal Gardner

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*IMPORTANT NOTICE: Delete, by lining plicable; if worranty (a) is applicable and is defined in the Truth-in-Lending Act with the Act and Regulation by makin instrument is to be a FIRST lien to finan factor Notification and the first of the single state of the single as such wo. MUST comply iurpose, if thi Slovens-Nes f. Ins. Regulat mortgageo for this p

Ann Marie Gardner

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MORTGAGE 97633 within ပိ 71.700 record and and KLAMATH said page ertify that the 1 received for ru of hand o'clock .. A.M., CLERK 5 SML. D. MILNE STATE OF OREGON, 28 Ч eneld m. Mortgages S. my 0 mher 00 5 COUNTY affixed. file numl d of Mort Witness certify M77 of Merrel was 10:22 County day book. County Record ment 11th as 0 2 5 5

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County of Klamath

19.7.7.. before me, the undersigned, a notary public in and for said county and state, personally appeared the within named ALMAN NEAL GARDNER and ANN MARIE GARDNER

known to me to be the identical individual.S., described in and who executed the within instrument and acknowledged to me that thay executed the same freely and voluntarily.

s)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. ned Notary Public for Oregon. My Commission expires 4 2 9 7