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THIS MORTGAGE, Made this 27th day of June, 1977, by Robert Paul White

to Henry Thomas Hood

, Mortgagor,

, Mortgagees,

WITNESSETH, That said mortgagor, in consideration of the sum of Thirteen Thousand and no/100 (\$ 13 000.00 ) Dollars

to the mortgagor paid by the mortgagees, the said mortgagor 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 S½ SW¼ of Section 22, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances thereunto 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 survivorship 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 installment ~~promissory note~~ in words and figures substantially as follows:

\$ 13,000.00 Klamath Falls, Oregon, June 27, 1977

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Henry Thomas Hood

at Klamath Falls, Oregon

Thirteen Thousand and no/100 DOLLARS, with interest thereon at the rate of 8 percent per annum from date of this note until paid, payable in monthly installments of not less than \$116.00 in any one payment; interest shall be paid monthly and

is included in the minimum payments above required; the first payment to be made on the 15th day of August 1977, and a like payment on the 15th day of each month \*\* thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to 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 holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

\* Strike words not applicable.

/s/ Robert Paul White

\*\* Payments are for a term of Seventeen years.

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagor" shall include mortgagors; the singular pronoun shall be taken to mean and include the plural, the masculine and the feminine and the neuter, and all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagees" shall be construed 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 mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a) primarily for mortgagor's personal, family, household or agricultural purposes,

(b) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

And said mortgagor 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 except, the interest of Livingston Oil Company, a corporation, in and to an undivided ½ interest to the Oil, Gas and Minerals as conveyed by instruments recorded April 30, 1964, in Deed Book 352 at page 528, and recorded June 23, 1958, in Deed Book 300 at page 234.

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while 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 may 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 mortgagee against loss or damage by fire, with extended coverage, in the sum of \$.....

in a company or companies acceptable to the mortgagee and will have all policies of insurance on said property made payable to the mortgagee as soon as insured; 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 agreed that if the mortgagor shall fail to make any payment or to perform any covenant herein, or if a proceeding of any kind 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(s); it being agreed that if the mortgagor shall fail to make any payment or to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises, or any part thereof, 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 this mortgage 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 so made shall be added to 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 to the mortgagee for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagor neglects to repay 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 mortgagee for title reports and title search, all statutory costs and disbursements and such further sum 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 secured by the lien of this mortgage and included in the decree of foreclosure.

In case suit 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, first deducting all proper charges and expenses attending the execution of said trust.

Each 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 assign of said mortgagor and of said mortgagee respectively.

Purchaser reserves the right to prepay without penalty at any time, any amount.

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

*Robert Paul White*

\* Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable, Stevens-Ness Form No. 1305 may be used for disclosures under the Truth-in-Lending Act and Regulation Z.

# MORTGAGE

(Survivorship)  
(FORM No. 691)

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 27th day of JUNE, 1977, at 3:29 o'clock P.M., and recorded in book M77 on page 11318, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MINE

COUNTY CLERK Title.

By *Deputy* Deputy.

FEES \$5.00

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

*TK - W*

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 27th day of June, 1977, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Robert Paul White

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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)

*Linda G. Chandler*  
LINDA G. CHANDLER  
Notary Public for Oregon

My commission expires 5-12-81

Notary Public for

My commission expires