

36077

MTC 1396 Vol. 77 Page 17675  
MORTGAGETHIS MORTGAGE, made this 15th day of SEPTEMBER, 19 77, by and betweenPERRY A. CARAWAY AND MARTHA A. CARAWAY hereinafter called Mortgagor, and  
SECURITY SAVINGS & LOAN ASSOCIATION hereinafter called Mortgagee.WITNESSETH, that, whereas, the Mortgagee has loaned to the Mortgagor the sum of  
TEN THOUSAND AND NO/100----- 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 2, Block 1, ROLLING HILLS SUBDIVISION, Tract No. 1099,  
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  
County of KlamathPerry A. Caraway  
Martha A. Caraway  
Sept 16, 19 77Personally appeared the above named PERRY A. AND MARTHA A. CARAWAY acknowledgedthe foregoing instrument to be THEIR voluntary act and deed.BEFORE ME, Ronald E. White

Notary Public for Oregon

My Commission expires: 7-11-80

FORM NO. 134-75

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of  
September, A.D., 19 77 at 12:28 o'clock P M., and duly recorded in Vol M77  
of Mortgages on Page 17675.

FEE \$3.00

WM. D. MILNE, County Clerk

By Hazel D. Dugan Deputy

77 SEP 21 AM 12 28