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THIS INDENTURE, Made this 14th day of October, 1977

between WILLIAM K. KALITA

as mortgagor, and JOHN C. ARGETSINGER and DORIS J. ARGETSINGER,
husband and wife,

as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of TWENTY-ONE
THOUSAND and no/100ths Dollars (\$21,000.00) to

paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee and

assigns those certain premises situated in the County of KLAMATH, and State of

Oregon, and described as follows:

A portion of Lot 26 of Section 18, Township 35 South, Range 7 East, Willamette Meridian, said parcel being a strip of land bounded on the East by the West boundary of State Highway No. 427, bounded on the West by Agency Lake, bounded on the South by the South line of Lot 26, and bounded on the North, by a line 350 feet North of and parallel to the South boundary of Lot 26.

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 and assigns forever.

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THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWENTY-
ONE THOUSAND and no/100ths-----Dollars
 (\$ 21,000.00) in accordance with the terms of a certain promissory note of which the
 following is substantially con.v. to-wit:

\$ 21,000.00 Klamath Falls, Oregon. October, 1977
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of JOHN C.
ARGETSINGER and DORIS J. ARGETSINGER, husband and wife,
at Klamath Falls, Oregon
TWENTY-ONE THOUSAND and no/100ths-----DOLLARS,
 with interest thereon at the rate of Eight percent per annum from date until paid, payable in
monthly installments of not less than \$ 250.00 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 17 day of October
1977, and a like payment on the 17 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/ William K. Kalita

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 (see Important Notice below),
 (b) ~~for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.~~

This indenture is further conditioned upon the faithful observance by the mortgagor..... of the following covenants hereby expressly entered into by the mortgagor....., to-wit:

That he is.....lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto,

and that he.....will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That he.....will pay the said promissory note..... and all installments of interest thereon promptly as the same become due, according to the tenor of said note.....;

That so long as this mortgage shall remain in force he.....will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That he.....will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. At the request of the mortgagees., the mortgagor.... shall join with the mortgagees. in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee....., and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagees.

That so long as this mortgage shall remain in force he.....will keep the buildings, now erected,

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or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$full insurable value in some company or companies acceptable to said mortgagee... and for the benefit of said mortgageeS., and will deliver all the policies and renewals thereof to said mortgagee....

NOW, THEREFORE, if the said mortgagor..... shall pay said promissory note....., and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note..... in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note..... or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee...S. the option to declare the whole amount due on said note....., or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor..... shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee...S. shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor.... agrees to pay all costs and disbursements allowed by law and such sum as the 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, mortgagor.... further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, together with the reasonable costs incurred by the mortgageeS. for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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

William K. Kalita

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

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STATE OF OREGON,

County of Klamath

ss.

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BE IT REMEMBERED, That on this 14 day of October, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM K. KALITA

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 freely and voluntarily.

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

Notary Public for Oregon
My Commission expires 8/3/79

MORTGAGE

(FORM No. 8)

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 14th day of OCTOBER, 1977, at 3:15 o'clock P.M., and recorded in book M77 on page 19745. Record of Mortgages of said County or as filing fee number 37397

Witness my hand and seal of County affixed.

W. D. MILNE

COUNTY CLERK

Title

Bernard J. Stach

Deputy

Fee \$ 12.00

725 STEVENS LAW PUB. CO., PORTLAND, ORE.

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