

37704

Vol. 77 Page 20217

THIS MORTGAGE, Made this 19 day of October, 1977,
by Annabell Crain
to Arthur A. Beddoe and Robert S. Hamilton Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Four Thousand One Hundred Thirteen and 04/100 Dollars (\$4,113.04), to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit: Beginning at a point 1237.5 feet North and 990 feet East of an iron pin driven into the ground on the property of Otis V. Saylor at the Southwest corner of the Northwest quarter of Section 1, in Township 39 South, Range 9 East of the Willamette Meridian, which iron pin is 30 feet East of the center of a road intersecting the Klamath Falls-Lakeview Highway from the North and 30 feet North of the center of said Highway; thence North 132 feet; thence, East 270 feet; thence, South 132 feet; thence, West 170 feet to the place of beginning. EXCEPTING THEREFROM the West 158.5 feet as conveyed by Glenn A. Pruner and Dora O. Pruner, husband and wife, to Delbert L. Eayrs and Joan K. Eayrs, husband and wife, in Deed Volume 323, page 269 and Volume 326, page 54 and conveyed by Glenn A. Pruner and Dora O. Pruner, husband and wife, to Clark S. Kendall and LaVerne Kendall, husband and wife, in Deed Volume 326, page 197, records of Klamath County, Oregon. SUBJECT TO: Taxes for fiscal year commencing July 1, 1972, which are now a lien but not yet payable; Liens and assessments of Klamath Project and Enterprise Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith; Any unpaid charges or assessments of Enterprise Irrigation District; Rules, regulations, liens and assessments of South Suburban Sanitary District; Easements and rights of way of record, and those apparent on the land, if any.

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.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 4,113.04 Klamath Falls, Oregon, October 19, 1977
ON DEMAND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of Beddoe & Hamilton, Attorneys at Law, (Arthur A. Beddoe & Robert S. Hamilton) at 296 Main Street, Klamath Falls, Or. --FOUR THOUSAND ONE HUNDRED THIRTEEN AND 04/100-- DOLLARS, with interest thereon at the rate of 10 percent per annum from October 19, 1977 until paid; interest to be paid with principal. All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the 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.
Annabell Crain

FORM No. 846—DEMAND NOTE.

Stevens-Ness Law Publishing Co., Portland, Ore. SN

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: ON DEMAND XXXXX.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note 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 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 now on or which hereafter may be erected on the said premises superior to the lien of this mortgage; that he will keep the buildings hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; 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. At the request of the mortgagee, the mortgagor shall join with the mortgagee 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 mortgagee.

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 any other purpose.

Now, 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 failure 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 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 his 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 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 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 mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of 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 mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

Annabell Crain
Annabell Crain

*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.

MORTGAGE

(FORM No. 105A)

ANNABELL CRAIN

TO

ARTHUR A. BEDDOE AND

ROBERT S. HAMILTON

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 20th day of OCTOBER, 19 77, at 1:08 o'clock PM., and recorded in book M77 on page 20217 or as file number 3770.

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. MILNE

COUNTY CLERK

By *Benetha H. Smith* Title Deputy

FEE \$ 6.00

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

BEDDOE & HAMILTON
Attorneys At Law
223 Main Street
Klamath Falls Oregon 97601

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 19 day of October, 1977, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Annabell Crain

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

Mayann Conrad

Notary Public for Oregon.

My Commission expires 11-20-77