

38613

## THE MORTGAGOR

Vol. <sup>11</sup> Page 21455

PHILLIP DODDRIDGE

hereby mortgage to KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, hereinafter called "Mortgagee," the following described real property, situated in Klamath County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits thereof, to wit:

The following described real property in Klamath County, Oregon:

A parcel of land situated in Block 11, ELDORADO, an addition to Klamath Falls, Oregon, being a replat of vacated portions of Eldorado Heights, and Sunnyside Addition, being more particularly described as follows: \*Continued on the back\*

Mortgagors performance under this mortgage and the note it secures may not be assigned to or be assumed by another party. In the event of an attempted assignment or assumption, the entire unpaid balance shall become immediately due and payable.

together with all rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in ranges, dishwashers and other built-in appliances now or hereinafter in the payment of a certain promissory note executed by the above named mortgagors for the principal sum of

THIRTY FIVE THOUSAND ONE HUNDRED AND NO/100-----

Dollars, bearing even date, principal, and interest being payable in ~~monthly~~ semi-annual install-

ments on the 28th day of April, 1978, the 28th day of October, 1978, and

the balance, principal and interest, due on or before 18 months from

and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or

others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebted-

ness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of

any payment on one note and part on another, as the mortgagee may elect.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured

against loss by fire or other hazards, in such companies as the mortgagee may direct, in an amount not less than the face of this mortgage,

with loss payable first to the mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the

mortgagee. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance carried upon said property and in case of

loss or damage to the property insured, the mortgagor hereby appoints the mortgagee as his agent to settle and adjust such loss or damage

and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right

of the mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said

policies.

The mortgagor further covenants that the building or buildings now or hereafter erected upon said premises shall be kept in good repair, not altered, extended,

removed or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six

months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind

levied or assessed against said premises, or upon this mortgage or the note and/or the indebtedness which it secures or any transactions in connection therewith or any other

lien which may be adjudged to be prior to the lien of this mortgage or which becomes a prior lien by operation of law; and to pay premiums on any life insurance policy

charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will

pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of said yearly charges. No interest shall be paid mor-

gagor on said amount, and said amounts are hereby pledged to mortgagee as additional security for the payment of this mortgage and the note hereby secured.

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any other right or remedy herein given for

any such breach; and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of

even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the

application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately

due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to

protect the lien hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the cost of

searching records and abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing

action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure

the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale

of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and

neuter genders; and in the singular shall include the plural; and in the plural shall include the singular.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each

shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon, this 7th day of October, 1977.

PHILLIP DODDRIDGE

(SEAL)

STATE OF OREGON

County of Klamath

THIS CERTIFIES, that on this 7th day of October, 1977, before me, the undersigned, a Notary Public for said state personally appeared the within named

PHILLIP DODDRIDGE

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

executed the same freely and voluntarily for the purposes therein expressed.

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

Notary Public for the State of Oregon

Residing at Klamath Falls, Oregon.

My commission expires: 4/24/81



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Beginning at a  $\frac{1}{2}$ " iron pin on the Northeastly line of Lot 6 of said Block 11, from which the most Easterly corner of said Lot 6 bears South 49° 47' 05" East 12.00 feet; thence from said point of beginning North 49° 47' 05" West along the Northeastly line of Lot 6 of said Block 11, 15.30 feet to a  $\frac{1}{2}$ " iron pin; thence along the arc of a 150.78 feet radius curve to the left and along the Northeastly line of Lot 6 and Lot 5 of said Block 11 (long chord bears North 59° 33' 30" West 50.80 feet) 51.05 feet to a  $\frac{1}{2}$ " iron pin; thence South 27° 28' 43" West 104.00 feet to a  $\frac{1}{2}$ " iron pin on the Southwesterly line of Lot 5 of said Block 11; thence South 49° 51' 30" East along the Southwesterly line of Lot 5 and Lot 6 of said Block 11, 42.58 feet to a  $\frac{1}{2}$ " iron pin, from which the most Southerly corner of Lot 6 of said Block 11 bears South 49° 51' 30" East 12.00 feet; thence North 40° 08' 30" East parallel to the South-easterly line of said Lot 6 of said Block 11, 110.01 feet to the point of beginning.

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# MORTGAGE

Mortgagors

-To-  
KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
540 Main Street  
Klamath Falls, Oregon 97601

Mortgagee

STATE OF OREGON {  
County of KLAMATH ss

Filed for record at the request of mortgagee on

NOVEMBER 8th 1977

at 00:32 minutes past 10:00 o'clock A.M.

and recorded in Vol. M77 of Mortgages.

page 21455 Records of said County

WM. D. MILNE

County Clerk.

By *Bernard J. Ketch*  
FEE \$ 6.00 Deputy.

Mail to

KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION