

38-13149 01-10980

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Vol. 77 Page 23648

## THE MORTGAGOR

AMELIA PINELLI &amp; LILLIE PRETARI

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:

A tract of land situated in Lot 1 in Block 2, Tract 1080, WASHBURN PARK, a duly recorded subdivision, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1; thence North 00° 03' 00" East, along the Westerly line of Washburn Way, 175.00 feet; thence North 89° 55' 10" West 250.00 feet; thence South 00° 03' 00" West 175.00 feet to the Northerly line of Crosby Avenue; thence South 89° 55' 10" East 250.00 feet to the point of beginning, with bearings based on the subdivision plat of said Tract 1080, Washburn Park.

TOGETHER WITH THE ATTACHED PERSONAL PROPERTY.

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 installed in or used in connection with the above described premises, and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of

ONE HUNDRED FORTY FIVE THOUSAND AND NO/100

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 1,374.60

commencing August 20th, 1978.

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 indebtedness 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 on 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 transaction 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 which may be assigned as further security to mortgagee; that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagee will pay to the mortgagor 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 mortgagee 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 waiting 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 24th day of November, 1977.

*Amelia Pinelli*  
(SEAL)  
*Lillie Pretari*  
(SEAL)

STATE OF OREGON

County of Klamath

THIS CERTIFIES, that on this 24th day of November

A. D. 1977 before me, the undersigned, a Notary Public for said state personally appeared the within named

AMELIA PINELLI & LILLIE PRETARI

to me known to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes therein expressed.

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

*James D. Beech*  
Notary Public for the State of Oregon  
Residing at 10-25-78 Oregon.  
My commission expires:

PERSONAL PROPERTY

23650

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	7 X 14 Metal Walk in Box and Freezer
1	Double Chicken Broaster
1	Pitco Gas with double basket and stainless steel fryer
1	Cheese Melter
1	Grill
9	Booths No sag springs and a Diamond Tufted Back
1 lot	Tables in Lounge Area
1 lot	Lounge Chairs and Bar Stools
38	Chairs with Black and Red Upholstery
1 lot	Tables for Dining Room
1 lot	19 Bases-Prong Type
31	Lounge Chairs
11	Bar Stools
1	Char-Broiler
2	Range
1	Freezer, 1 door, 7 cubic upright, interior and exterior
1	Work Table 8' 36" X 96" Stainless
1	Electric Steamer
4	Steam Table Units
1	Mixer
1	Dicer
1	Shredder
1	12" Blade Slicer
1	Ice Machine
2	Soup Warmers
2	Ice Bin
2	Glass Filler
1	Garbage Disposai



23651

QUANTITY	DESCRIPTION
1	Dishwasher Cold Water
1	Waitress Call Lite System
1	Hand Sink
1	Stainless Table 36" in lounge
1	Fire Extinguish System in lounge
1	Stainless Table 6' in lounge
1	Stainless Dish Table in lounge
1	Sink in lounge

Return to:  
 Klamath First Fed.  
 Main

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
 and for record at request of T. A.  
 this 6th day of December A. D. 1977 at 3:30 clock P. M., and  
 duly recorded in Vol. M77, of Mortgages on Page 23649  
 Wm D. MILNE, County Clerk  
 By *Bernetha J. Detoch*

Fee: \$9.00