40445

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14.th day of December THIS MORTGAGE, Made this MICKEY LEE SNYDER aka MICKEY LEE CHALMERS and ALEDA M. CHALMERS, husband and wife Mortgagor,

SCENIC VIEW INVESTMENT COMPANY

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TEN_THOUSAND_EIGHT_HUNDRED_AND_NO/100 = = = Dollars, 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

Lot 50 of the RESUBDIVISION OF TRACTS B & C, FRONTIER TRACTS, Klamath County, Oregon

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: #7480

December 14 \$ 10,800.00 . 1977

I (or if more than one maker) we, jointly and severally, promise to pay to the order of

Stayton, Oregon...

TEN THOUSAND EIGHT HUNDRED AND NO/100 - - - - -- - - - - - DOLLARS. with interest thereon at the rate of 10 per cent. per annum from December 19, 1977 until paid, with interest thereon at the rate of 10 per cent. per annum from December 19, 1977 until paid, principal and interest payable in monthly installments of not less than \$142.74 in any one payment; each payment as made shall be applied lirst to accumulated interest and the balance to principal; the first payment to be made on the 20th day of each month thereafter until December 20, 1982, when the whole unpaid balance hereof, if any, shall become due and payable; it any of said installments is not so paid, the whole sum of both 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 the reasonable attorney's lees no collection costs of the holder hereof, and it suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's lees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be lixed by the appellate court, as the holder's reasonable attorney's lees in the appellate court.

/s/ Mickey Lee Chalmers /s/ Aleda M. Chalmers

製物

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: December 20 . 19 82 .

And said mortgagor covenants to and with the mortgages, his heirs, executors, administrators and assigns, that he is lawfully seized in tee 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 thereot; 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 proporty, 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 are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgage anay from time to time require, in an amount not less than the original principal sum of the note or abiligation secured by this mortgage, in a company or companies acceptable to the mortgage with loss payable first to the mortgage and then to the mortgage as their respective interests may appear; all policies of insurance shall be delivered to the mortgage as soon as insured. Now if the mortgage shall full for any reason to procure any such insurance and to deliver said policies of the mortgage at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgage may procure the same at mortgage'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 mortgage, the mortgage shall join with the mortgage, 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 mortgage.

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 recolling 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,

Now, therefore, it 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 ptermises or any part thereof, the mortgage shall have the option to closed at any time thereafter. And if the mortgage shall all to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgage and shall bear interest at the sum rate as said note without waiver, however, of any right arising to the mortgage of preach of covenant. And this mortgage may be foreclosed of the mortgage at any time while the mortgage neglects to repay any sums so paid by the mortgage. In the event of any said or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgage for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge tensonable as plaintiff's attorney's lees in such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's lees in such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's lees in such sum as the payment of the decree of foreclosure.

Each and all of the covenants and afterements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgage respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon metion of the mortgage, appoint a receiver to collect the tents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after lirst deducting all of said receiver's proper charges and expenses, to the payment of the

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

x Mickey Z Chalmers

STATE OF OREGON,

County of Klamath

0 BE IT REMEMBERED, That on this 14th December day of ... before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Mickey Lee Chalmers and Aleda M. Chalmers

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

SPACE RESERVED

FOR RECORDER'S USE

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

> Marlatt Notary Public for Oregon. My Commission expires 2 - 16 - 8

MORTGAGE

(FORM No. 105A)

MICKEY LEE CHALMERS, ET UX

TO

AFTER RECORDING RETURN TO Investors Mortgage Co.

P. O. Box 515 Stayton, OR, 97383

County of KLAHATH

STATE OF OREGON

I certify that the within instrument was received for record on the 15th day of DECEMBER 1977 at 11;17 o'clock A.M., and recorded at 11;17 o'clock A M., and recorded in book M 77 on page 21,231 or as file/reel number XXXX Record of Mortgages of said County. Witness my hand and seal of

County affixed.

WM. D. MILNE CO CLERK Title

FEE \$ 6.00