

41612

THE MORTGAGOR

v. m. 78 Page 706

JOE L. KELLER AND ROSIE A. KELLER, husband and wife

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 _____ 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;:
Proposed Tract 1127 - NINTH ADDITION TO SUNSET VILLAGE, described as a tract of land situated in the S $\frac{1}{2}$ of Section 12 and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the quarter corner common to said Sections 12 and 13, being the initial point and marked with a Klamath County Surveyor's Brass Capped Monument; thence South 00° 23' 49" West, along the East line of the NW $\frac{1}{4}$ of said Section 13, 15.82 feet; thence West 358.28 feet; thence along the arc of a curve to the right (central angle = 42° 33' 00" and Radius = 330.00 feet) 245.07 feet; thence South 63° 32' 08" West 160.67 feet, to the Northerly right of way line of the U.S.B.R. "A" Canal; thence along said right of way line the following courses and distances, North 47° 27' 00" West 398.14

(other side)
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

FOUR HUNDRED TWENTY THOUSAND AND NO/100

Dollars, bearing even date, principal, and interest being payable in ~~monthly~~ semi annual installments on the 10th day of July, 1978, the 10th day of January, 1979, the 10th day of July, 1979, the 10th day of January, 1980, the 10th day of July, 1980, the 10th day of January, 1981, the 10th day of July, 1981 and the balance, ~~to wit:~~ principal and interest due on or before 48 months from date of note.

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 mortgagor. 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 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 which may be assigned as further security to mortgagee; that for the purpose of procuring 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, 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 mortgagor 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 made 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 10TH day of January, 1978

STATE OF OREGON

County of KLAMATH

THIS CERTIFIES, that on this 10TH day of January

A. D. 1978 before me, the undersigned, a Notary Public for said state personally appeared the within named

JOE L. KELLER AND ROSIE A. KELLER, husband and wife

to me known to be the identical person(s) 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.

Notary Public for the State of Oregon
Residing at KLAMATH FALLS, Oregon
My commission expires 4/24/81

MORTGAGE

Mortgagors

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

Mortgagee

STATE OF OREGON } ss
County of Klamath

Filed for record at the request of mortgagee on

January 11, 1978

at 37 minutes past 3 o'clock P. M.

and recorded in Vol. 178 of Mortgages.

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Records of said County

William D. Milne

County Clerk

By *Bernetha J. Black*
Deputy
Fee: \$6.00

Mail to
KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

feet; along the arc of a curve to the right (central angle = 08° 20' 00" and radius = 497.96 feet) 72.42 feet; North 39° 07' 00" West 201.00 feet; along the arc of a curve to the left (central angle = 21° 43' 00" and radius = 647.96 feet) 245.60 feet; North 60° 50' 00" West 217.30 feet to the Southeast corner of Tract 1112 - Eighth Addition to Sunset Village; thence along the boundary of said Tract 1112, North 29° 10' 00" East 210.00 feet; North 49° 29' 47" East 395.41 feet; along the arc of a curve to the left (central angle = 16° 30' 04" and Radius = 1465.00 feet) 421.92 feet; thence leaving said boundary South 57° 00' 17" East 140.00 feet; thence South 66° 20' 43" East 60.78 feet; thence South 57° 20' 39" East 110.00 feet; thence along the arc of a curve to the left (central angle = 00° 21' 00" and radius = 1775.00 feet and radius point bears North 57° 20' 39" West) 10.84 feet; thence South 57° 41' 39" East 110.00 feet; thence South 66° 21' 22" East 60.67 feet; thence South 57° 57' 48" East 115.00 feet; thence South 62° 51' 31" East 114.01 feet; thence East 652.00 feet; thence North 80° 32' 16" East 60.83 feet; thence East 183.04 feet to the Northwest corner of Tract 1116 Sunset East; thence along the boundary of said Tract 1116, South 290.33 feet and South 79° 47' 20" West 26.36 feet; thence South 89° 57' 28" West 597.01 feet to the East line of the SW 1/4 of said Section 12; thence South 00° 01' 56" East 864.18 feet to the point of beginning, with bearings based on Tract 1112 - Eighth Addition to Sunset Village.