

45117

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THIS MORTGAGE, Made this 17th day of March, 1978,  
 by O. GEORGETA. ROBINSON and FRANCES ROBINSON, husband and wife,  
 Mortgagees, to  
 Mortgagor,  
 to Certified Mortgage Company, an Oregon Corporation

WITNESSETH, That said mortgagor, in consideration of THIRTEEN THOUSAND 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 follows, to-wit: Block 3, KLAMATH RIVER ACRES, in the County of Klamath, State of Oregon.

SUBJECT to any easements and rights of way of record.

WITNESSETH

County of Klamath

State of 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: \$7528

\$13,000.00

March 17, 1978

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

at Stayton, Oregon

THIRTEEN THOUSAND AND NO/100 DOLLARS, with interest thereon at the rate of 10 per cent per annum from March 23, 1978 until paid,

principal and interest payable in monthly installments of not less than \$171.80. In any one payment; each payment as made shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the 23rd day of April, 1978, and a like payment on the 23rd day of each month thereafter until

March 23, 1983, when the whole unpaid balance hereof, if any, shall become due and payable; if 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 fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees 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 fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

/s/ George A. Robinson

/s/ Frances Robinson

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: March 23, 1983.

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 said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he will pay, 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 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 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

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 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 pending 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.

*George A. Robinson*  
*Frances Robinson*

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 Standard-Form 1004, 1004A, or 1004B.

STATE OF OREGON

County of Klamath

BE IT REMEMBERED, That on this 17th day of March, 1978, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named George A. Robinson and Frances Robinson

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.

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

*[Signature]*  
Notary Public for Oregon  
My Commission expires 11-9-79



MORTGAGE

SUBJECT TO THE BORROWER'S OBLIGATIONS UNDER THE LOAN AGREEMENT DATED 1978 (Form No. 1004)

TO STEVEN HERSH AKA FUD, CO. (APPROX. 1978)

GEORGE A. ROBINSON, ET UX

TO

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

AFTER RECORDING RETURN TO:

Investors Mortgage Co.

P.O. Box 515, BOSTON, MA 02111

Stanton, OR 97383

STATE OF OREGON

County of Elsnath

I certify that the within instrument was received for record on the 23rd day of March, 1978, at 3:06 o'clock P.M., and recorded in book 478 on page 5555 or as file/reel number 45117

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne Notary Public

By Sandra L. Helach Deputy

Fee \$6.00