

hereby mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, a Federal Corporation, 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, to-wit:

A tract of

The following described real property situate in Klamath County, Oregon:  
A tract of land situated in the SE 1/4 NE 1/4 of Section 10 Township  
39 South, Range 9 E., W.M., more particularly described as follows:  
Beginning at a 5/8 inch iron pin marking the  
NE 1/4 NE 1/4 of Section 10 Township 39 South, Range 9 E., W.M.,

Beginning at a 5/8 inch iron pin marking the Southeast corner of the NE 1/4 NE 1/4 of said Section 10; thence South 01°12'00" East along the East line of the SE 1/4 NE 1/4 of said Section 10 and along the center-line of Summers Lane a distance of 64.41 feet to the true point of beginning of this description; thence South 87°40'20" West a distance of 30.00 feet to a 5/8 inch iron pin on the Westerly right of way line of Summers Lane; thence continuing South 87°40'20" West along an existing fence line a distance of 383.72 feet to a 5/8 inch iron pin on the Easterly right of way line of the USBR Drain Canal; thence South 26°17'00" West along said right of way line a distance of 655.09 feet to the East-1/2 inch iron pin; thence North 88°48'00" East at right angles to the East line of the SE 1/4 NE 1/4 of said Section 10 a distance of 415.96 feet to a 5/8 inch iron pin; thence North 01°12'00" West parallel with the East line of the SE 1/4 NE 1/4 of said Section 10 a distance of 100.00 feet to a 5/8 inch iron pin; thence North 88°48'00" East a distance of 270.00 feet to a 1/2 inch iron pin on the Westerly right of way line of Summers Lane.

together with all heating apparatus (including firing units), lighting, plumbing, water heater, venetian blinds, and other fixtures which now are or hereafter may be attached to or used in connection with said 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 sum of

SIXTY-FIVE THOUSAND AND NO/100 \* \* \* \* \*

Dollars, bearing even date, principal, and interest being payable

SIX HUNDRED EIGHTY-EIGHT AND 35/100 \* \* \* \* \* \$ 688.35

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 property insured against fire and theft by a responsible insurance company, and will keep the property in good repair and will pay all taxes and assessments on the property.

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 effected upon said property and to be paid by the 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 to do such thereof as may be necessary to payment of said indebtedness. In case of policies 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 on said mortgaged property shall not be removed or demolished, and that the same shall not be altered, changed, or used for any other purpose than that for which the same were originally erected, except as may be necessary for the purpose of carrying out the purpose for which the same were originally erected, and that the same shall not be used for any other purpose than that for which the same were originally erected, except as may be necessary for the purpose of carrying out the purpose for which the same were originally erected.

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 mortgagee agrees to pay when due, all taxes, assessments, and charges on any and every kind levied or assessed against said premises, or upon this mortgage or the indebtedness which it secures or any transactions in connection therewith or any other lien which may be adjudged 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 taken 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 even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of the principal or interest on said mortgage, the mortgagee thereby giving said mortgagee the right to assign and transfer said

In case of default in the payment of \_\_\_\_\_

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, be 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 sum shall be secured hereby and made a part 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 plural and the future tense.

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.

Dated at Klamath Falls, Oregon, this 12th day of July, 1933.

STATE OF OREGON } ss  
County of Klamath }

THIS CERTIFIES, that on this 12 day of November  
A. D. 1976, before me, the undersigned, a Notary Public for said state personally appeared the within named  
John G. Feldmann and Marlene A. Feldmann, husband and wife  
to me known.

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:

Summers Lane; thence continuing North 88°48'00" East a distance of 30.00 feet to the East line of the SE 1/4 NE 1/4 of said Section 10 and the centerline of Summers Lane; thence North 01°12'00" West along said line a distance of 489.34 feet to the true point of beginning of this description.

SAVING AND EXCEPTING therefrom the East 30 feet thereof lying within the right of way of Summers Lane.

# MORTGAGE

Mortgagors

—To—  
FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF  
KLAMATH FALLS  
Klamath Falls, Oregon

Mortgagee

STATE OF OREGON } ss  
County of Klamath

Filed for record at the request of mortgagee on

KLAMATH COUNTY TITLE CO

at 08 minutes past 2:00 o'clock P. M.

and recorded in Vol. 76 of Mortgages.

page 1866 of said County

By *[Signature]* Deputy  
County Clerk

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FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF KLAMATH FALLS

Klamath Falls, Oregon

540 Main

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 4th day of April A. D. 19 78 at 11:37 o'clock A. M., on

fully recorded in Vol. M78 of Deeds on Page 6432

Wm D. MILNE, County Clerk

By *[Signature]*

No Fee

SEE \$ 6.00