A H= 29/87 -mss THE MORTGAGOR Vol. 78 Page 7756 4662R

ROOKSTOOL AND ALTER, a partnership consisting of

## Lester Rockstool and Martin D. Alter

horeby mortgage to KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, hereinafter called "Mortgages," the following described real property, situated in KLamath County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter ecquire, together with the income, rents and profits thereof, towith The following described real property situate in Klamath County, Oregon:

A portion of the SEANNA of Section 2 Township 39 South, Range 9 E.W.M., more particularly described as follows: Beginning at a 1 inch axle marking the Southwesterly corner of Lot 82 of Pleasant Home Tracts, a duly recorded subdivision; thence North 39924'30" East along the Southerly boundary of said Lot 32 and said Pleasant Home Tracts a distance of 660.20 feet to a 3/4 inch iron pipe; thence South 00°35'00" East a distance of 1301.82 feet to the Northerly right of way line of South Sixth Street (State Highway No. 140); thence North 88°59°04" East along said Northerly right of way line 102.50 feet to the True Point of Beginning as marked by a P-K Nail; thence continuing along said Northerly right of way line North 88°59'04" East 142.5 feet to a 1/2 inch iron pin on the Easterly line of that parcel of land as

(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 well-stalled 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 into executed by the above fiamed mortgagors for the principal sum of ONE BUINDERD STATY THOUSAND THERE HUNDERD AND MO/100 ONE RUNDRED SIXTY THOUSAND THREE HUNDRED AND NO/100

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 1,546.90 on or

bafore the 20th day of each calendar month

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dist to secure the payment of such additional monay if	19 78
while saying a interest in the above described property as may	may be loaned for his the
nord is milder and the the above described property as may	the endanced with by the mortgagee to the mortgagor or
others having an interest in the above described property as may ness is evidenced by more than one note, the mortoare may may	the mortgage by a note or notes. If the mortgage indebted

any payment on one note and part on another, as the morigage may credit payments received by it upon any of said notes, or part of

The mortgager eventuals that he will keep the buildings now of hereafter erected on eadd mortgaged property continuously insured avainst hes by first or stars howned, in such companies as the mortgages may direct, in an amount not less than the face of this martgage, with loss paywise first to the such companies as the init amount of add indultances and then to the mortgager all policies to be held by the acceptores to the property insured, the mortgage all right in all policies of insurance carried upon and property and in case of and apply the proceeds, or so much thereof as may be necessary, in payment of said indultances. If he wortgages then in far of additiones the solid and adjust such less ar damage as in any the proceeds, or so much thereof as may be necessary, in payment of said indultances. If he wortgages then in far of additiones then in far of additions to the mortgage thereby giving said mortgages the right to assign and transfer and

The scoregage fights correspond that the hulding or buildings now 60 or hereafter crected upon aid preates shall be kept in good repair, not altered, attended, respect or description without the written consent of the mortgages and to complete all totidings in course of construction or hereafter constructed thereon within air inside a general radius field preating of the mortgage and to complete all totidings in course of construction or hereafter constructed thereon within air bas when may be addressed and the second of the mortgage and the mortgage and the indeficience within the second of the mortgage of every kind bas when may be addressed and the second of the mortgage of the indeficience which it second of any then days be when may be addressed and the mortgage of the mortgage of the purpose of providing regularly for the functional second or all the instances of general to all the instances of general to all the instances of general to all the second of the instance of

should lise meripsion fail to keep any of the foregoing covenants, then the mortgame may perferm them, without waiving any other right or remedy herein given for any much behavior, wait all in the present in that best with the list mortgame and shall bear interest in accordance with the terms of a certain promissery note of error state derivative and he reportable by the providence of document.

In case of default in the payment of any installment of said debt, or of a breach of any of the avenants herein or contained in the application for ioun executed by the montgage, then the eattre debt hereby secured shall, at the montgage's option, become immediately due without notice, and this montgage may be invediced. col sincz:

The standards that has analyzed any the moriganes a manifold and as attorneys less in any will which the moriganes defauds or prosecutes in protect the lien hered or to forecome this moriganes; and shall pay the costs and disturgements allowed by low and shall pay the cost of marking proves the default ends which such shall be record thereby and disturgements allowed by low and shall pay the cost of standard proves and characterized and the while such proceeding is period. The moriganes which it more and a source as appendenties of a genetic is the merioaned property of any part thereof, and the income, resis and paulis the form.  $\odot$ Tree to Cate out

E to had properly accessible to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale

Wonds used in this mortgoos in the present tense shall include the inhurs tensor and in the masculine shall include the issuince and in the plural and in the plural shall include the singular.

. Each of the covenants and agreements herein shell be binding upon all successors in interest of each of the mortgagers, and each of the mortgagers, and each of the mortgagers. 1000 Denied at Hammath PoltSregon, this \_\_\_\_\_\_

ROOKSTOOL AND ALTER a \_, 1978 partnership consisting of ROCKSTOOL D. alt. •

D. ALTER

STATE OF OREGON County of

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described in Deed Volume 1472, page 760, records of Klamath County, Oregon; thence along said Easterly line North 00035'00" West 154.43 feet to a 5/8 inch iron pin: thomes South 89025'00" West 142.52 feet to a 5/8 inch iron pin: thence South DPC35'00" Zast 155.35 feet to the True Point of Beginning with bearings based on Survey No. 1480, as recorded in the office of the Klamath County Surveyor. 40.000

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On this the 14th day of April, 1978, before ms, personally appeared LESTER ROCKSTOOK and MARTIN D. ALTER who acknowledged themselves to be member of SOORSTOOL AND ALTER a partnership, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the partnership by themselves as co-partners ningramy All 1914 (2013) (2013) (2013) All 1914 (2013) (2013) (2013)

WITNESS WHERECE, I hereunto set my hand and official seal.

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Loster Hookercol and Borein L. Altar

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