MTC 6029 Vol. M78 Page 7288

46645

THIS MORTGAGE, Made this 16th *day of* March, 1978, *by* JOSEPH W. GREEN

Mortgagor,

to WILLIAM K. GLODOWSKI and MILDRED K. GLODOWSKI, husband and wife

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FORTY TWO THOUSAND EIGHT HUNDRED EIGHTY THREE and .56/100 --- *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:* PARCEL 1: A tract of land situated in the SE1/4NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian. Beginning at a point on the North right of way line of that portion of the Klamath Falls-Lakeview Highway known as South Sixth Street, which is North 0° 35' West 40 feet from the Southwest corner of the SE1/4NW1/4; thence North 88° 57' East along the North right of way line of said Highway 35 feet, and the true point of beginning; thence continuing North 88° 57' East along said Highway 100 feet; thence North parallel to the West line of the SE1/4NW1/4, 111.2 feet to the Southeast corner of Deed recorded May 28, 1965, in Vol. 362, pg. 101, Deed Records of Klamath County, Oregon; thence South 88° 57' West 100 feet; thence South parallel to the West line of the SE1/4NW1/4 111.2 feet to the point of beginning. PARCEL 2: Beginning at a point which is North 0° 35' West, 30.0 feet, & North 88° 57' East, 135.0 feet, & North 0° 35' West 111.22 feet from the Southwest corner of the Southeast quarter of the Northwest quarter of Section 2, Township 39 South, Range 9 East of the Willamette Meridian; thence continuing North 0° 35' West, a distance of 50.0 feet; thence South 88° 57' West a distance of 100.0 feet; thence South 0° 35' East a distance of 50.0 feet; thence North 88° 57' East, a distance of 100.0 feet, more or less, to the point of beginning, being a portion of the West one-half of the West one-half of the Southeast quarter of the Northwest quarter of Section 2, Township 39 South, Range 9 East of the Williamette Meridian. PARCEL 3: Beginning at a point North 0° 35' West 191.2 feet from the Southwest corner of the SE1/4 NW1/4 **

FILED APR 20 PM 3 44

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:*

$ 42,883.56 Klamath Falls, Oregon March 16, 1978

I (or if more than one maker) we, jointly and severally, promise to pay to the order of WILLIAM K. GLODOWSKI AND MILDRED K. GLODOWSKI *at* KLAMATH FALLS, OREGON

FORTY TWO THOUSAND EIGHT HUNDRED EIGHTY THREE and .56/100 ------- *DOLLARS, with interest thereon at the rate of* 9 1/2 *percent per annum from* February 1, 1978 *until paid, payable in* monthly *installments of not less than $* 588.80 *in any one payment; interest shall be paid* monthly *and* ~~is included in~~ *the minimum payments above required; the first payment to be made on the* 1st *day of* March *1978, and a like payment on the* 1st *day of* the month *thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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 holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.*

* Strike words not applicable.

/s/ Joseph W. Green

FORM No. 217—INSTALLMENT NOTE. SN Stevens-Ness Law Publishing Co., Portland, Ore.

---

comes due, to-wit: March 1, 1987

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 will warrant and forever defend the same against all persons; that he will pay said note, 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 in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, 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 mortgagee.

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, if 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 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.

** of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, and thence continuing North 0° 35' West a distance of 100 feet; thence North 88° 57' East a distance of 135 feet; thence South 0° 35' East 100 feet; thence South 88° 57' West a distance of 135 feet to the point of beginning, being a portion of said SE1/4NW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian.

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

Joseph W. [signature]

*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 Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

MORTGAGE

STATE OF OREGON, County of Klamath } ss.

I certify that the within instrument was received for record on the 20th day of April, 1978, at 3:44 o'clock P.M., and recorded in book M78 on page 7788 or as file number 46645, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne, County Clerk, Title

By Bernetha Letsch, Deputy.

Fee $6.00

MTC

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON, County of Klamath } ss.

BE IT REMEMBERED, That on this 20th day of April, 1978, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Joseph W. Green known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

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

Judy Blalock [signature]
Notary Public for Oregon.
My Commission expires 8-23-81