Vol. J. Page -14325 46790 THIS MORTGAGE, Made this 27th day of March HAROLD J. DENNIS, SR. and DOROTHY H. DENNIS, 'husband and by 19.78., to BERTHA E. CURRY Mortéagor, WITNESSETH, That said mortgagor, in consideration of THIRTY THREE THOUSAND Mortgagee, HUNDRED and Mo/100- - (\$33,500.00)- Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs execution grant, bargain, cell and convey unto said mortgages, his heirs, executors, administrators and assigns, that cortein real property situated in Klapath County, State of Oregon, bounded and described as The NENERAL and the NESENZIWE Section 25, Township 36 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon STATE OF CHACKY 1 This morgage is given by: Certain House Converse a copy of which is set forth below. and in the second s 0 Same Constant Constant Constant والمحافظة فالمحافظ acknowled to me that they are one the same freely and volume the formation of the same freely and volume the formation of the same freely and volume the formation of the same freely and volume the same freely a known to me to be the identified individual of described 'the and other executed to allow of acd before me the confectator of a month plant in and for and county and sur-manual Harold J. Dennis, Sr. and Dorothy H. Dennis BE IT REMEMBERED, That on this In de April 11. 10100 Tojether with all and singular the tenements, hereditaments and appurtenances thereunto belonging Conso, or or in any rice appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and prosits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage TO HAVE AND TO HOLD the seid premises with the epourtenances unto the said mortgagee, his heirs, executore, administrators and assigns forever. This morigage is intended to secure the payment of One promissory note....., of which the following in a substantial copy: \$33,500.00 Klamath Falls, Oregon I (or it more than one maker) we, jointly and severally, promise to pay to the order of BERTHA E. CURRY, THIRTY THREE THOUSAND FIVE HUNDRED and No/100-with interest thereon at the rate of 82 percent per annum from April 20, 1978 DOLLARS, annual installments of not less than \$4,800.00 in any one payment; interest shall be paid annually and 20th doubt March the mininum payments above required; the first payment to be made on the 20th day of March \* a included in the minimum payments above required; the first payment to be made on the 20th day of March 19 79, and a like payment on the 20th day of each March 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 remeasure of such reasonable attorney's fees and collection costs, even though ma suit or action is filed hereon; however, if a suit or an action is liked, the strate works age explicable. MORGAGES, DATED 3/27/78 2ª Marie Thank aug as The date of maturity of the debt excured by this mortgage is the date on which the last scheduled principal payment bein the And said mortgagor coverants to and with the mortgages, his heirs, executors, administrators and assigns, that he is lawfully second in tes simple of said promises and has a walid, unencumbered title thereto and will warrant and forever detend the same sgainst all persons; that he will pay said note, principal and interest, according to the torms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every insture which may be levied or assessed against all property, or this mortgage or the note above described, when due and pay able ind before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that able in the before the same may become delinquent; that he will premise continuously insured sgainst loss or dange; that he will keep the building are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the building hasards as the mortgage may from time to time require, in an amount not less than the original principal sum of the ori-digates as them to the mortgage is a their respective interest may appear; all policies of insurance shall be delivered to the mortgage at the mortgage is the mortgage or the same and the mortgage is the mortgage or the same and the mortgage is the mortgage in a company or companies ecceptable to the mortgage, with loss payable line; to the mortgage is prior to the same insured. Now if the mortgage shall fail for any appear is all policies of insurance shall be delivered to the insur-in a cost and then not deage as the mortgage is prior to the supersective interest may appear; all policies of insurance shall be delivered to the insur-fage as any proving the same at mortgage as the mortgage is the interest only any policy of insurance and is dollating in a cost repair and will not commit or suffer any vaste of any proving its proving any such insurance and is dollation in accuration of an executing one as the interest insure interest on the will here the buildings and improvements on and to dollare index of the mortgages in a secuting one as mortage of a same in the propeas of the buildings and improvements on and promi 7985

The murifugor warrants that the proceeds of the loan represented by the above described note and this mortgage are: (a) primarily for mortgagor's personal, tamily, household or agricultural purposes (see Important Notice below), (b) for an organization of (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes. man at marches ins u

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 pro-ceding of any kind be taken to foreclose any lion on said premises or any part thereof, the mortgage 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 fore-closed at any time thereafter. And if the mortgage may at his portion do so, and any payment so made shall be added to and become premium as above provided for, the mortgage 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 may at his mortgage may be fore-closed at any time thereafter. And if the mortgage may at his mortgage may be fore-closed at any time in the secure of the mortgage of the shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgage for breach of covenant. And this mortgage may be fore-closed to principal, interest and all sums paid by the mortgages at any time while the mortgage, the mortgage may be fore-closed to principal, interest and all sums paid by the mortgage at any time while the mortgage, the mortgage may be fore-closed to principal, interest and all sums paid by the mortgage at any time while the mortgage, the mortgage and be at the resonable costs incurred by the mort-gage for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiffs attorney's test in such suit or action, sud an appel is taken from any judgment or decree entered on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of lo

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said montgages and of said montgages respectively. In case suit or action is commenced to foreclose this montgage, the Court, may upon motion of the montgages, 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 find deducting all of said receiver's proper charges and expenses, to the parment of the amount due under this mortgage. In construing this mortgage, it is understood that the mortgager or mortgagee may be more than one person; that if the content so requires, the singular pronoun shall be taken to mean and include the plural, the mazulino, the teminine and the matter, and the same and the individual changes shall be made, assessed and implied to make the provisions hereof apply equally to experisions and to individuals.

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

TREPORTANT NUCLES: Dalate, by Insing out, utildence wententy (a) or (b) is not explicitly if warranty (a) is patiential and it is observed to the second state of the 1315 nuits, escentors, administrations met assigns forever 150 TO HAVE AND TO HOLD the said premies with the appointements near the reactioner, his or at any time curing the term of this mortgoge. profits therefore, framely and all fixtures upon said fremises at the time of the evention of the mortgeor 21.41.2008 645303394066, and which may be effect therefore belong or appendia and the terts, inversional County of les Hadderers BE IT REMEMBERED, That on this ...... day of April , 19.78, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Harold J. Dennis, Sr. and Dorothy H. Dennis known to me to be the identical individual. S. described in and who executed the within instrument and IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed IN THE PARTY AND my official seal the day and year last above written. OFFICIAL SEAL This correction of the provided a copy of which is showing the provided of the This torgage is given by: STATE OF OREGON MORTGAGE East of tops withing the Net I diant, In the County of Krauth The sound for the provided set of the set of awar was received for record on the Contra State 242 and April 1978. 1978. ment was received for record on the follows, wwith HUADBED SUG TRO 1500- (2) 200 00 10 mar 10 min book MIR on page 7984 or as NILWEZZELH LUN ENG BOT WAT HERE BUS IN 10 min book MIR on page 7984 or as NILWEZZELH LUN ENG BOT WAT HERE BUSS HILL Record of Mostgages of easd County.

AFTER RECORDING RETURN TO

XX 3372.

THIS MORICAGE, Made HODDANA DENNIS,

46730

Fee \$6.00

County affized.

By Durella

and DOKOTHY H. DERNIMP'DE MIJUS

Witness my hand and seal of

years.

Lisch Deputy.

7984

Title