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THIS INDENTURE, Made this 7th day of June, 1978,  
between DANIEL J. CARR and NANCY M. CARR

as mortgagor S., and BRUCE A. FROMKE

as mortgagee,

WITNESSETH, That the said mortgagor S. for and in consideration of the sum of  
FOUR THOUSAND FOUR HUNDRED AND NO/100-----Dollars (\$4400.00) to them  
paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee and  
assigns those certain premises situated in the County of Klamath, and State of  
Oregon, and described as follows:

SEE EXHIBIT "A"

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 and  
assigns forever.

FOUR THOUSAND FOUR HUNDRED AND NO/100..... Dollars  
(\$ 4400.00.....) in accordance with the terms of that..... certain promissory note..... of which the  
following is substantially a copy to wit:

\$ 4400.00 ..... Klamath Falls ..... June 7 ..... 19 78  
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of .....  
 BRUCE A FROMKE

FOUR THOUSAND FOUR HUNDRED AND NO/100 at Klamath Falls, Oregon

FOUR THOUSAND FOUR HUNDRED AND NO/100----- at Klamath Falls, Oregon  
with interest thereon at the rate of 10 percent per annum from July 5, 1978 DOLLARS.  
monthly installments of not less than \$ 61.96 in any one payment, interest shall be paid monthly until paid, payable in  
the minimum payments above required; the first payment to be made on the 1st day of July  
1978, and a like payment on the 5th day of each 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.

Daniel J. Carr  
Nancy M. Carr  
Nancy M. Carr

mortgage are:

- (a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),  
(b) ~~for any other purpose, including but not limited to, for a natural person, use for business or commercial purposes or for agricultural purposes.~~

*This indenture is further conditioned upon the faithful observance by the mortgagor...S. of the following covenants hereby expressly entered into by the mortgagorS., to-wit:*

*That they are lawfully seized of said premises, and now have a valid and unincumbered fee simple title thereto,*

and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That they.....will pay the said promissory note..... and all installments of interest thereon promptly as the same become due, according to the tenor of said note.....;

That so long as this mortgage shall remain in force.....they.....will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That they will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. 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.

That so long as this mortgage shall remain in force they will keep the buildings now erected,

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or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$..... in some company or companies acceptable to said mortgagee.... and for the benefit of said mortgagee..., and will deliver all the policies and renewals thereof to said mortgagee....

NOW, THEREFORE, if the said mortgagor...S. shall pay said promissory note..., and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note..... in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note.... or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee..... the option to declare the whole amount due on said note..., or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor...S. shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee..... shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor... agrees to pay all costs and disbursements allowed by law and such sum as the 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, together with the reasonable costs incurred by the mortgagee.... for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

IN WITNESS WHEREOF, the said mortgagors... have hereunto set their... hands the day and year first above written.

*Daniel J. Carr*  
Daniel J. Carr  
*Nancy M. Carr*  
Nancy M. Carr

\*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.

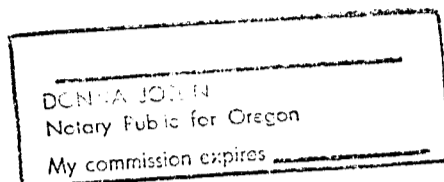
STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 7th day of June, 1978,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Daniel J. Carr and Nancy M. Carr

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 last above written.



Donna Jordan  
Notary Public for Oregon.  
My Commission expires 1-23-82

## MORTGAGE

(FORM No. 9)

TO

STATE OF OREGON,

County of ss.

I certify that the within instru-  
ment was received for record on the  
day of June, at 7th o'clock M.,  
and recorded in book on  
page Record of Mortgages  
of said County or as filing fee number

Witness my hand and seal of  
County affixed.

Title

By

Deputy.

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

## EXHIBIT "A"

12294

## DESCRIPTION:

A parcel of land situated in the NE1/4 of Section 17, Township 35 South, Range 7 E.W.M., Klamath County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the Northerly line of Government Lot 7 of said Section 17 and the Northwesterly right-of-way line of the Williamson River-Chiloquin State Highway; thence South 35°29'10" West along said Northwesterly right-of-way line of said State Highway 150.00 feet; thence leaving said Northwesterly right-of-way line of said State Highway South 89°23'16" West, 359.43 feet; thence North 35°29'10" East, 150.00 feet to a point on said Northerly line of Government Lot 7; thence North 89°23'16" East along said Northerly line of Government Lot 7, 359.43 feet to the point of beginning.

## SUBJECT TO:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Blair Henderson Atty  
this 9th day of June A. D. 1978 at 9:51 o'clock A. M., or  
early recorded in Vol. N78, of Mortgages on Page 12290

By Wm D. MILNE, County Clerk  
Bernetha H. Kelsch

Fee \$15.00

EXHIBIT "A" - Page 1.

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& MOLATORE  
ATTORNEYS AT LAW  
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