57-41624 M78-15584

FORM No. 755A—MORTGAGE 51818 Vol. M78 Page 15384

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

TC

THIS MORTGAGE, Made this 26th *day of* June, 1978
by Steven Keel and Carol Keel, husband and wife
hereinafter called Mortgagor,
to C.P. Peyton & Doris A. Peyton and Lowell R. Sharp & Mary Jo Sharp, as tenants in common and as tenants by the entirety *hereinafter called Mortgagee,*

WITNESSETH, That said mortgagor, in consideration of Four Thousand Eighty Nine---------- *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:*

Lot 19, Block 8, Eldorado Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk if Klamath County, Oregon.

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(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 certain promissory note, described as follows: Note amount $4,089.00dated June 26, 1978 at Klamath Falls, Oregon..Note payable to C.P. Peyton & Doris A. Peyton and Lowell R. Sharp & Mary Jo Sharp, with interest thereon at the rate of 10% per annum until paid. Maturity date one year from date. Sigmed; Steven Keel and Carol Keel.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: ...., 19.......

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.

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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of $ n/a *in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. 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 proceedings 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 and 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 of any lien, encumbrances 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 such 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.*

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.

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

***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

Steven Keel

Carol Keel Carol Keel

STATE OF OREGON, County of Klamath, *ss:* JULY 13, 1978

Personally appeared the above named Steven Keel and Carol Keel *and acknowledged the foregoing instrument to be* their *voluntary act and deed.*

Before me: Gerald V. Brown *Notary Public for Oregon*

(NOTARIAL SEAL) *My commission expires:* 11-12-78

NOTARY PUBLIC STATE OF OREGON

MORTGAGE

TO

No.

AFTER RECORDING RETURN TO

Lowell R. Sharp
2972 So. 6th.
Klamath Falls, Ore.
97601

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON
County of Klamath } ss.

I certify that the within instrument was received for record on the 17th *day of* July, 1978, *at* 3:43 *o'clock* P.M., *and recorded in book* M78 *on page* 15384 *or as file number* 51818, *Record of Mortgages of said County.*

Witness my hand and seal of County affixed.

Wm. D. Milne
County Clerk *Title*
By Bernetha G. Letsch *Deputy*

Fee $3.00

755A