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THIS INDENTURE, Made this _____ day of July
 between Ole Moody and Grace E. Moody, husband and wife, _____, 19 78,
 as mortgagor, and Leo E. Hoag _____
 _____ as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of
 Five thousand Nine hundred and no/100 _____ Dollars (\$5,900.00) to him
 paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee, successors and
 assigns those certain premises situated in the County of _____ Klamath _____, and State of
 Oregon, and described as follows:

TRACT 1:

Lots 30 and 31 of First Addition to Algoma, according to
 the official plat thereof on file in the office of the
 County Clerk of Klamath County, Oregon.

TRACT 2:

Beginning at a point on the North line of Lot 33 of First
 Addition to Algoma which is 60 feet South of the Southeast
 corner of Lot 30 of said subdivision and running thence:
 South a distance of 752.55 feet, more or less, to a 5/8
 inch Rebar on the South line of said Lot 33; thence West
 along the South line of said Lot 33 to the Southwest
 corner thereof; thence North along the West line of said
 Lot 33 a distance of 660 feet, more or less, to the South-
 west corner of Lot 32 of said subdivision; thence North
 89°52' East along the South line of said Lot 32 a distance
 of 196 feet to the Southeast corner thereof; thence North
 along the East line of said Lot 32 a distance of 92.55
 feet, more or less, to its intersection with the North
 line of said Lot 33; thence East along the North line of
 said Lot 33 a distance of 200 feet, more or less, to the
 point of beginning, being a portion of Lot 33 of First
 Addition to Algoma according to the official plat thereof
 on file in the office of the County Clerk of Klamath
 County, Oregon.

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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 successors and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Dollars (\$.....) in accordance with the terms of certain promissory note of which the following is substantially a true copy, to-wit:

\$ 5,900.00 Medford, Oregon July 28 19 78
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of
 Leo E. Hoag at Medford, Oregon
 Five Thousand Nine Hundred and no/100 DOLLARS,
 with interest thereon at the rate of 10 percent per annum from date until paid, payable in
 monthly installments of not less than \$ 1209.50 in any one payment; interest shall be paid monthly and
 included in the minimum payments above required; the first payment to be made on the 28th day of August
 19 78, and a like payment on the 28th 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.
 * like words not applicable.

/s/ Grace E. Moody

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: December 28, 19 78.

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.

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

That mortgagor is lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto,

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

That he 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 he 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 he 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 he will keep the buildings now erected, 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 both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof to said mortgagee.

NOW, THEREFORE, if the said mortgagor 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 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.

* 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 Statement Form No. 1006 or equivalent; if this instrument is NOT to be a first lien, use Statement Form No. 1306, or equivalent.

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In the event of any suit or action being instituted to foreclose this mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the mortgagor agrees to pay all 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 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 shall be taken to mean and include the plural, the masculine pronoun shall mean 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, the mortgagor has executed this instrument this _____ day of _____, 19____; if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Ch. Moody
Grace E. Moody

(If executed by a corporation,
 affix corporate seal)

STATE OF OREGON,

County of Washington } ss.
July 28, 1978

Personally appeared the above named

Grace E. Moody and Charles E. Moody
 and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
John J. Gitties
 Notary Public for Oregon
 My commission expires 4/15/81

(OFFICIAL
 SEAL)

MORTGAGE

TO

AFTER RECORDING RETURN TO

HEFFERNAN & FOWLER
 ATTORNEYS AT LAW
 708 WEST TENTH STREET
 P. O. BOX 1748
 MEDFORD, OREGON 97501

STATE OF OREGON, County of _____) ss.

Personally appeared _____

_____ and
 each for himself and not one for the other, did say that the former is the
 president and that the latter is the
 secretary of _____

and that the seal affixed to the foregoing instrument is the corporate seal
 of said corporation and that said instrument was signed and sealed in be-
 half of said corporation by authority of its board of directors; and each of
 them acknowledged said instrument to be its voluntary act and deed.
 Before me:

Notary Public for Oregon
 My commission expires:

(OFFICIAL
 SEAL)

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instru-
 ment was received for record on the
31st day of July, 1978,
 at 9:19 o'clock A.M., and recorded
 in book N78 on page 16527 or as
 file/reel number 52527.
 Record of Mortgages of said County.
 Witness my hand and seal of
 County affixed.

Wm. D. Milne
 Recording Officer
 By *James H. Smith* Deputy

Fee \$12.00