

53806

FORM No. 103A - MORTGAGE - One Page Long Form.

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SK *7/9/78 15701*
 IN THE STATE OF OREGON, on the 6th day of July, 1978,
 by *WILLIAM C. SAVAGE, JR., SINGERMAN*, single man, whose address
116 N. CIRCUIT AVE., ORANGE, CA. 92668,
LAWFIRM OF SINGERMAN & COHEN, INC., 9311 PACIFIC AVE., ANAHEIM, CA. 92804,
Mortgagor,
Mortgagee,

WITNESSETH, That said mortgagor, in consideration of \$10,000. - **TEN THOUSAND** -
 Dollars, to him paid by said mortgagee, does hereby
 grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
 tain real property situated in **KLAMATH** County, State of Oregon, bounded and described as
 follows, to-wit:

BE IT KNOWN BECAUSE, THAT THE above described property is situated in the Township 36 South, Range 10 East, Section 24, Nw 1/4 of Southwest 1/4 of Northwest 1/4 (20 acr. m/l)
 STATE OF OREGON.

MORTGAGE

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 **One** promissory note, of which the following is a substantial copy:

\$10,000.00
 PAYABLE MONTHLY after date, for value received, I promise to pay to the order of *Edwin C. Weller, Esq. Esq. m. 606FL MURRAY & WELLMAN* at *9311 PACIFIC AVE. ANAHEIM, CA. 92804* DOLLARS,
 in lawful money of the United States of America, with interest thereon in like lawful money at the rate of **2** per cent. per annum, from *AUGUST 30, 1978*, until paid. Interest to be paid **CONCURRENTLY** and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

William Savage, Jr.

116 N. Circuit Ave.
Orange, Ca. 92668

No.

and that he will, at his expense, cause to be made, and keep in repair, all buildings, structures, fixtures and improvements upon the said premises, and to make good and repair all damage thereto, and to keep the same in a safe and secure condition, and to defend the same against all persons, and to 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, 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, sufficiently 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, or 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 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 presenting 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.

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Now, therefore, it is agreed that the mortgagor shall sign and perform the covenants herein contained and shall pay said note according to the terms of 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 or right of pre-emption, or any part thereof, the mortgagor shall have the option to pay 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 hereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagor 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 mortgagor or mortgagee of covenant. And this mortgage may be foreclosed for principal, interest and all sums and by the mortgagor at any time while the mortgagor declines to pay any sum so paid by the mortgagor. 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, and 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.

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

Louise G. Leopold
Edith M. Leopold

Following is a transcript of copy:

This mortgage is intended to secure the balance of \$10,000.00 due and owing to the undersigned by the mortgagor, Edith M. Leopold, for the sum of \$10,000.00, and is executed in the state of Oregon, on the 21st day of August, 1978, at 3:43 o'clock P.M., and recorded in book M78, page 18520, Record of Mortgages, County of Klamath.

MORTGAGE <small>(FORM NO. 10A)</small>		TO Louise G. Leopold Edith M. Leopold	STATE OF OREGON, County of Klamath	<p>I certify that the within instrument was received for record on the 21st day of August, 1978, at 3:43 o'clock P.M., and recorded in book M78, page 18520, Record of Mortgages, of said County.</p> <p>Witness my hand and seal. County affixed.</p> <p>Wm. D. Milne County Clerk By <i>Richard H. Black</i> Title: Deputy</p>	

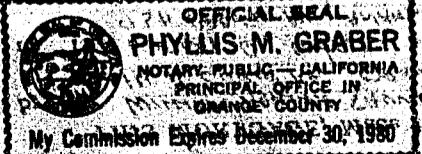
STATE OF CALIFORNIA, *California*

County of *Orange*

BE IT REMEMBERED, That on this *6th* day of *July*, 19*71*, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named *Louise G. Leopold and Edith M. Leopold, Hosmer and Carter*, inhabitants of *9311 Pacific Ave., Anaheim, Ca. 92804*.

Known to me to be the identical individuals 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:



Phyllis M. Gruber
Notary Public for California, *Orange*
My Commission expires *December 30, 1980*

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