

53806

FORM No. 105A—MORTGAGE—One Page Long Form.

Vol. ^m 78 Page 18520

THIS MORTGAGE, Made this 6th day of July, 1978,
 by William Edward Savage, Single Man
116 N. C. Ave., Orange, CA 92668
LAURENCE C. GOELF and EARA M. GOELF, Husband & Wife
7311 PACIFIC AVE., ANAHEIM, CA. 92804 Mortgagee,
 WITNESSETH, That said mortgagee, in consideration of \$10,000 — TENTHOUSAND — 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 CLAMAT County, State of Oregon, bounded and described as follows, to-wit:

SECTION 36 SOUTH, RANGE 10 EAST 6M.

Section 24: NORTH 1/2 OF SOUTHWEST 1/4 OF NORTHWEST 1/4 (20 AC. M/L)

STATE OF OREGON

MORTGAGE

STATE OF 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 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:

\$ 6,600
PAYABLE MONTHLY after date, for value received, ANAHEIM, July 6th, 1978
 promise to pay to the order of LEONIE C. GOELF and EARA M. GOELF, Husband & Wife
at 7311 PACIFIC AVE., ANAHEIM, CA. 92804
\$ 203.69 — TWOHUNDRED-THREE AND 9/100 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 ANNUUM from AUGUST 30th 1978 until paid. Interest to
 be paid CONSECUTIVELY 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 insti-
 tuted to collect this note, or any portion thereof, 1 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 Edward Savage
116 N. C. Ave.
Orange, Ca. 92668

No.

And said mortgagee 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 now, on or which hereafter may be erected on the said premises, in an amount not less than the original principal sum of the note or the amount secured by the mortgage, or a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagee or his respective interest; that he will keep the buildings and improvements on said premises in good repair, and will not erect or suffer any waste of said premises. At the request of the mortgagee, the mortgagee shall join with the mortgagee in procuring 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.

18-51

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 proceeding 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 or 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, charges or any lien, encumbrance or insurance premium as above provided, 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 mortgagee refrains to make any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagee agrees to pay all reasonable costs incurred by the mortgagor for title reports and title search, all necessary 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 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.

Ernest J. Wolfe
Edna M. Wolfe

following is a substantially copy:

This mortgage is intended to secure the payment of the note herein attached and to be held by the mortgagee as security for the payment of the same.

TO HAVE AND TO HOLD the said premises with the appurtenances and the same mortgagee

MORTGAGE

(FORM No. 18A)

Wm. A. Jones, SAUNGER

TO

Louise G. Wolfe

Edna M. Wolfe

STATE OF OREGON,

County of Klamath

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 178 page 18520, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Mrs. D. Milne

County Clerk

By *Burton D. Beach* Deputy.

NOTARY PUBLIC FOR PORTLAND, ORE.

Not: *L. Wolfe*

9311 Pacific Ave

ANAHEIM, CALIF

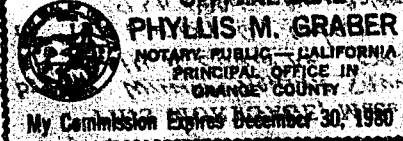
92804

STATE OF OREGON, California

County of *ORANGE*

BE IT REMEMBERED, That on this *6th* day of *July*, 1971, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named *Louise G. Wolfe and Edna M. Wolfe (Husband and Wife)* and they acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed



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