

IS THIRD MORTGAGE, made this  
by Shawne K. Nutter

By Shawne A. Jenkins  
to Hugh M. Jenkins and Jocellean Jenkins, husband and wife, Mortgagee,  
Six thousand One hundred

WITNESSETH, That said mortgage, in consideration of Six thousand One hundred  
 sixty-three and 13/100 Dollars, to him paid by said mortgagee, does hereby  
 certify that said mortgage, his heirs, executors, administrators and assigns, that cer-  
 tain of Oregon, bounded and described as

sixty-three and 3/100 Dollars, to wit: Executors, administrators and assigns, that I, \_\_\_\_\_ County, State of Oregon, bounded and described as follows, to-wit:

TO THE CITY OF KLAMATH FALLS

Lot 5, Block 18, FAIRVIEW ADDITION NO. 2 TO THE CITY OF KLAMATH FALLS,  
in the County of Klamath, State of Oregon.

Subject, however, to the following:

Subject, however, to the following:

1. 1978-1979 taxes, a lien in an amount to be determined, but not yet payable.

Mortgagor hereby expressly covenants and agrees to pay or see to the payment of the said prior Mortgages, set forth herein, and to prevent any default thereunder, and further agrees that should any default be made in the payment of any installment of principal and interest on the prior Mortgages, and should any such installment of principal and interest remain unpaid and in arrears for a period of 30 days, or should any suit be commenced or other action taken to foreclose the prior Mortgages, then the amount secured by this Third Mortgage shall become due and payable in full at any time thereafter, at the option of the holder of this Third Mortgage and the note secured thereby.

Any assumption of the within Third Mortgage without the express written consent of the Mortgagee shall be considered a breach thereof.

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 all and all fixtures upon said premises at the time of the execution of this mortgage and during the term of this mortgage, together with the appurtenances unto the said mortgagee, his

This mortgage is intended to secure the payment of \$2,000.00 promissory note, of which the following is a substantial copy:

Following is a substantial copy:

Klamath Falls, Oregon

September 25, 1978

\$ 6,163.43

Hugh M. Jenkins

and Joelean Jenkins, husband and wife, c/o Klamath First Federal Savings and Loan Association, 520 Main Street, Klamath Falls, Oregon

43-100 ----- 1978 ----- DOLLARS.

and Josephine Perkins, husband and wife, and Loan Association, Inc.,  
of Clatsop County, Oregon  
Six thousand (\$6) hundred sixty-three and 43/100 \$109.36 September 25, 1978  
until paid payable in monthly installments of \$109.36 per annum from any time payment; interest shall be paid on the first day of October until the whole sum, principal and

[illegible]

Shawno M. Nutting

\* Prepayment without penalty.  
This note secures a Third Mortgage  
of even date.

Shawno M. Nutting

Stevens Press Law Publishing Co., Portland, Ore.

\_\_\_\_\_

[illegible]

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 individual or family, not for a natural person, are for business or commercial purposes other than agricultural purposes.

(a) - primarily for mortgage purposes, and

(b) - then as to remainder as to certain specified personal purposes.

Now, therefore, I said mortgagor and said mortgagee shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; and it being agreed that a failure to perform any covenant herein, or if a default of any kind be taken or foreclosed on this mortgage or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage or upon due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagee shall fail to pay any taxes or charges or any lien, encumbrance or insurance upon said land or on this mortgage, 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 accruing 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 neglects to repay any sums to pay the mortgagee, the mortgagee agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all ordinary costs and disbursements and such other sums 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 in such suit as the appellate court shall adjudge reasonable as plaintiff's attorney's fees in such appeal, all sums to be secured by this mortgage and included in the decree of foreclosure, and all of the covenants and conditions herein contained shall apply to and bind the heirs, executors, administrators and assigns respectively.

Witness my hand and seal of office this 1st day of May, 1921, at St. Louis, Missouri.

\_\_\_\_\_, Clerk of the Court.

Each and all of the covenants and conditions of said mortgage and of said indenture, in case said indenture is commenced, to collect the interest and profits thereon and deducting all its said mortgagee's expenses in enforcing this mortgage, it is hereby agreed that the mortgagee, or mortgagees, the masculine, the feminine and the neuter, the provisions hereof apply equally to

In construing the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and thus generally all grammatical changes will 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

Shawne M. Nutting

Shawne M. Nutting

[illegible]

# MORTGAGE

[illegible]

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STATE OF OREGON,

County of Klamath

I certify that the within statement was received in record on the 26th day of September, 1918, at 10:43 o'clock A.M., and recorded in book 278 on page 1267 55555

Witness my hand and seal of

Willie

County Clerk

**Title.**

**By** Walter R. K.

500 \$6.00

LEGAL LAW FIRM, P.C., PORTLAND, ME.

Thorne

STATE OF OREGON.

Community of Klammath, It In

BE IT REMEMBERED, That on the 25 day of September, 1907, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Shawne M. Nixling who executed the within instrument and

known to me to be the identical individual described in and who executed the same freely and voluntarily.  
acknowledged to me that she executed the same freely and voluntarily.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
this 1st day of May, 1961.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon  
Commission Expires 7/21

Notary Public for the State of New York

My Commission