

55710

THE MORTGAGOR Vol. 78 Page 21503

KENETH L. STEWART AND MARY LOU STEWART, Husband and Wife

hereby mortgages to
under the laws of the
County, State of Oregon,
rents and provides the
LIAISON FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing
United States, hereinafter called "Mortgagor," the following described real property, situated in **Klamath**,
and all interests
in estimate the sum that the mortgagor may hereafter acquire, together with the income,

Lot 16, Block 5, Tract No. 1064, FIRST ADDITION TO GATEWOOD, in the
County of Klamath, State of Oregon.

Mortgagor's performance under this Mortgage and the Note it secures may not be assumed to or assumed by another party. In the event of an attempted assignment or assumption, the entire unpaid balance shall become immediately due and payable.

together with all above described improvements appears in walls carpeting installed or used the payment of a sum of \$10,000 and the payment of all taxes, assessments or rentals now or hereafter belonging to, derived from or in anywise appertaining to the present premises, and all furniture, including, lighting, heating, ventilating, air-conditioning, refrigerating, watering and hot water systems and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall and window shades and built-in ranges, dishwashers and other built-in appliances now or hereinafter installed in connection with the above described premises, and which shall be construed as part of the reality, to secure payment of a premium or otherwise in excess of the principal sum of \$10,000.

and to secure the above having as aforesaid no evidence of payment but of such additional money, if any, as may be loaned hereafter by the mortgagor or mortgagee to the mortgagor or mortgagee on the above described property as may be evidenced by a note or notes. If the mortgage indebtedness exceeds one note, the mortgagee may credit payments received by it upon any of said notes, or part of

The mortgagee shall have the right to require the mortgagor to make good any deficiency in the amount of the principal sum and interest due him by reason of any default in payment or otherwise, and in such event the mortgagor shall be liable to pay to the mortgagee the amount so required, and the mortgagee may sue for the same in any court of competent jurisdiction.

Should the foregoing be insufficient to cover all debts and expenses, then the mortgagee may perform them, without waiving any other right or remedy herein given for the same, in such behalf as he sees fit, and shall be entitled by his mortgage and shall bear interest in accordance with the terms of a certain promissory note of record in the amount of the deficiency.

In case of default by the mortgagor in the payment of any taxes or assessments levied upon the property, it may be established and paid by the mortgagee, and the amount so expended, together with interest thereon at the rate of six percent per annum, shall be added to the principal sum due under this instrument, and the entire debt hereby secured shall, at the mortgagee's option, become immediately due and payable.

The recipient
shall pay the amount of reasonable sum or attorney's fees in any suit which the mortgagor defends or prosecutes to
recover the mortgage and shall pay the costs and disbursements allowed by law and shall pay the cost of
any expense which costs shall be incurred hereby and may be included in the decree of foreclosure. Upon bringing
suit or at any time while such proceeding is pending, the mortgagor, without notice, may apply for and secure
a writ against the property or any part thereof and the income, rents and profits therefrom.

The undersigned agrees to pay to the holder of this note, or to his assigns, the sum of \$1000, plus interest at the rate of 6% per annum, from the date hereof, until paid, and to pay all costs and expenses of collection.

Death of the last surviving co-tenant shall be deemed to operate as a conveyance in interest of each of the mortgagors, and each

Based at Killeen, Texas, on the 26th day of September, 1978

McLean & Stewart
McLean & Stewart

26th September

7B before me personally appeared the within named
and Mary Lou Stewart, Husband and Wife

... I am writing to you today with pleasure, husband and wife

RE: TESTIMONY OF DR. I have been ill with my head and spinal cord the day and year last above written.

Elkhorn Falls, Oregon.

12-6-81

MORTGAGE**21504**SEARCHED
INDEXED
FILED

OCT 26 1973

SEARCHED
INDEXED
FILED

Mortgagors
To—

**KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION**
 540 Main Street
 Klamath Falls, Oregon 97601

Mortgagee

STATE OF OREGON
 County of **KLAMATH**

Piled for record at the request of mortgagor on

September 27, 1973

#12 minutes past 4 o'clock p.m.

and recorded in Vol. M78 of Mortgages

Page 503 Record of all Contracts

Mr. D. Wilhe
Connie Clark

*H. L. Wilhe
Connie Clark*

*H. L. Wilhe
Connie Clark*

Fee \$6.00

**KLAMATH FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION**