

T/A# M-38-16557-6

Vol. 718 Page 23136

TC

56772

THIS MORTGAGE, Made this 29th day of September, 1978,  
by BRUCE C. MARTIN and SUSAN L. MARTIN, husband and wife Mortgagor,  
to HAROLD O. BEEMAN and MILDRED M. BEEMAN, husband and wife Mortgagee,

WITNESSETH, That said mortgagor, in consideration of FIVE THOUSAND AND NO/100s---  
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:

Tract 94, PLEASANT HOME TRACTS, in the County of Klamath, State  
of Oregon.

THIS MORTGAGE IS A SECOND MORTGAGE AND IS BEING RECORDED SECOND  
AND JUNIOR TO A FIRST TRUST DEED IN FAVOR OF KLAMATH FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION.

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

\$ 5,000.00 Klamath Falls, Oregon, September 29, 1978.  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of HAROLD O. BEEMAN and MILDRED M. BEEMAN, husband and wife

at Klamath Falls, Oregon or as directed  
-----THE SUM OF FIVE THOUSAND AND NO/100s-----DOLLARS,  
with interest thereon at the rate of 10% percent per annum from October 1, 1978 until paid, payable in  
monthly installments of not less than \$ 60.00 in any one payment; interest shall be paid monthly and  
is included in the minimum payments above required; the first payment to be made on the 1st day of October

1980, and a like payment on the 1st 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.

\* Strike words not applicable.

Bruce C. Martin  
Susan L. Martin

## FORM No. 217—INSTALLMENT NOTE.

and 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 pay-  
able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that  
are 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 continuously 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, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-  
gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies  
to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said premises  
the mortgagor 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 executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-  
factory 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.



23138

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

16th day of October A. D. 1978 at 3:46 clock P.M.

July recorded in Vol. 23178 of Mortgages on Page 23136

Wm D. MILNE, County Clerk

Fee \$9.00

By *James H. Jones*

TH