

SN

57576

Vol. M 78 Page

24442

THIS MORTGAGE, Made this 26th day of October, 1978, by
Norman Miller Anderson, Jr.

to South Valley State Bank

WITNESSETH, That said mortgagor, in consideration of the sum of Four Thousand and
no/100 (\$ 4,000.00) Dollars

to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns and the heirs of the survivor of them, those certain premises situate in the County of Klamath and State of Oregon, and described as follows, to-wit:

Lot 1, Block 5, South Chiloquin, and any interest in any vacated street in Chiloquin, Oregon, contiguous and appurtenant thereto

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed or installed in or upon said described premises,

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of.....certain promissory note..... in words and figures substantially as follows:

Sec.	<u>Klamath Falls</u> Oregon, <u>October 27</u> , 19 <u>78</u> \$ <u>4,000.00</u> <u>Upon Demand</u> after date, I promise to pay to the order of _____
Ckg. Acct. No.	South Valley State Bank
Rate	<u>FOUR THOUSAND and no/100</u> ----- Dollars for value received, with interest from <u>1</u> Above date payable <u>upon demand</u> at the rate of <u>12</u> per cent per annum until maturity, and if interest is not so paid the entire principal and interest shall become immediately due at the option of the holder of this note. Principal and interest is payable at <u>Klamath Falls</u> branch of said bank. If the principal sum is not paid upon its maturity date, the principal sum shall bear interest from its maturity date at the higher of the following rates: (a) the highest rate charged before maturity or (b) 12% per annum for corporations other than non-profit corporations, and 10% for all other borrowers. If I am in default on this note, then whether or not litigation is commenced, I promise to pay all costs of collecting overdue amounts. If litigation is commenced, I promise to pay such additional sum as the court may adjudge reasonable as attorneys' fees in the litigation or any appeal therefrom. Each party hereto, whether maker, co-maker, endorser, guarantor or otherwise, waives presentment, demand, notice and protest, and consents to any extension of time or renewal hereof, whether or not the extensions or renewals are longer than the original period of this note, and to any exchange or release of any security granted by any party hereto or by any other person.
Due Date	
Number:	
Borrower No.	<u>Norma Miller Anderson - Jr.</u>

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagee" shall include mortgagees; the singular pronouns shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made; assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgage" shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or mortgagees of them, because it is the intention of the parties hereto that the said note and this mortgage shall be held by the survivor or mortgagees as joint tenants with the right of survivorship and not as tenants in common; and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein given to the mortgagees shall vest forthwith in the survivor of them.

to the mortgagee shall vest forthwith in the survivor of them.

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,

(b) the organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

(b) for an organization or (even if buyer is a natural person) is for business or commercial purposes and the mortgage is not a consumer mortgage.

And said mortgagor covenants to and with the mortgagees, and their successors in interest, 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(s), principal and interest, according to the terms thereof; that while any part of said note(s) 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(s) 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 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 may hereafter be erected on the premises insured in favor of the mort-

gagees against loss or damage by fire, with extended coverage, in the sum of \$_____ in a company or companies acceptable to the mortgagees and will have all policies of insurance on said property made payable to the mortgagees as their interest may appear and will deliver all policies of insurance on said premises to the mortgagees as soon as insured; 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.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) 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(s); if being agreed that if the mortgagor shall fail to make any payment or 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 mortgagees shall have the option to declare the whole amount unpaid on said note(s); 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 or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagees may at their 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(s), without waiver, however, of any right arising to the mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagor neglects to repay any sums so paid by the mortgagees.

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 mortgagees for title reports and title search, all statutory 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 such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagees, may appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure and apply the same to the payment of the amount due under the mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successor in interest and assign of said mortgagor and of said mortgagees respectively.

This mortgage secures the Note hereto and any future advanced given from the Mortgagor to the Mortgagee.

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

Norman Miller Anderson

Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable, Stevens-Ness Form No. 1305 may be used for disclosures under the Truth-in-Lending Act and Regulation Z.

MORTGAGE

(Survivorship)
(FORM No. 691)

TO

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 30th day of October 1978, at 3:13 o'clock P.M., and recorded in book M78 on page 24442, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Title.

By *Dorothy H. H. H.*
Fee \$6.00 Deputy.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

James, Beasley
930 Klam Ave.

X 7.

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 26 day of October, 1978, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named *Norman Miller Anderson, Jr.*

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same for the purposes therein contained.

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

Hunger E. Lane
Notary Public for Oregon
My commission expires 7-23-82

(SEAL)

CHS