

K-31344

FORM No. 755A—MORTGAGE.

60764

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CO., PORTLAND, ORE.

THIS MORTGAGE, Made this 22nd day of December, 1978  
by Amuchestegui Building, Inc., a corporation

to Dennis C. York and Judith E. York, husband and wife, and Tim Michael Amuchastegui, hereinafter called Mortgagor,  
and Cecelia Amuchastegui, husband and wife hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Three Thousand Nine Hundred  
Twenty-five and no/100 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 prop-  
erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Lot 11 in Block 2 of Tract 1145, Nob Hill, a Resubdivision of portions of  
Nob Hill, Irvington Heights, Mountain View Addition, and Eldorado Heights,  
according to the official plat thereof on file in the office of the County  
Clerk of Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 certain promissory note, described as follows:

Note of even date in amount of \$3925.00, no interest, payable 14 months from date or  
on sale of residence constructed on said property, whichever is sooner.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit:  
February 22, 1980

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 organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.  
And said mortgagor 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 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 be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage,  
in the sum of \$..... in a company or companies acceptable to the mortgagee, and will

have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said  
premises to the mortgagee as soon as insured; that he will keep the building 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 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 pay-  
ment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said prem-  
ises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and 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 of any lien, encumbrances or insur-  
ance premium as above provided for, 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 mortgagor neglects to repay  
any sums so paid by the mortgagee.

In the event of any suit or action being instituted to foreclose this mortgage, the losing party in such suit or action agrees to pay all reasonable costs  
incurred by the prevailing party therein for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may  
adjudge reasonable as the prevailing party's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein the  
losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal, all such  
sums to be included in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, adminis-  
trators 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,  
first deducting all proper charges and expenses attending the execution of said trust, as the court may direct in its judgment or decree.

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 the day and year first above written.

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or  
(b) is not applicable; If warranty (a) is applicable, the mortgagee MUST  
comply with the Truth-in-Lending Act and Regulation Z by making re-  
quired disclosures; for this purpose, if this instrument is to be a FIRST  
MORTGAGE, Form 88.

STATE OF OREGON.

County of Klamath

before me appeared Tim Michael Amuchastegui and Cecelia Amuchastegui, On this 22 day of December, 1978, and

duly sworn, did say that he, the said Tim Michael Amuchastegui, both to me personally known, who being  
is the President, and he, the said Cecelia Amuchastegui, is the Vice President

of Amuchastegui Building, Inc.  
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corpora-  
tion, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board  
of Directors, and Tim Michael Amuchastegui and Cecelia Amuchastegui  
acknowledge said instrument to be the free act and deed of said Corporation.

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

*E. Marie Owens*  
Notary Public for Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 9th day of  
January A.D. 1979 at 2:47 o'clock P M., and duly recorded in Vol. M79  
of Mortgages on Page 678

FEE \$3.00

WM. D. MILNE, County Clerk

By *Bertha D. Smith* Deputy