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T/A # M-38-17024-4 M
MORTGAGE Vol. 79

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between

THIS INDENTURE, made this 11th day of January,
JERRY L. KURTZ and AZILE DEE KURTZ, husband and wife,
 herein called "Mortgagor", and WESTERN BANK, an Oregon banking corporation, herein called "Mortgagee",

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee all the following described property situated in Klamath County, Oregon, to-wit:

Lots 1, 2, and 3, Block 18, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS,
 County of Klamath, State of Oregon.

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or including but not limited to roads and easements used in connection with the premises; also, all fixtures and buildings situated upon said property, including but not limited to electric wiring and fixtures; furnace and heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors, windows, shutters, cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, garbage disposals, air freezers, dishwashers; and all other fixtures now or hereafter installed in or on the premises; and any shrubs, growing or hereafter planted or growing thereon; and any and all replacements of any one or more of the foregoing or in part, all of which are hereby declared to be appurtenant to the land; and all the rents, issues and profits of the mortgaged property.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

The Mortgagor does hereby covenant to and with the Mortgagee that the Mortgagor is lawfully seized of said real property, that it is the absolute owner of all items of property described hereinabove, that the same is free from all encumbrances of every kind and nature, and that it will warrant and forever defend the same against the lawful claims of all persons whomsoever.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements by the Mortgagor kept and performed and to secure the payment of the sum of \$ 50,000.00 in accordance with the tenor of a certain promissory note executed by Jerry L. Kurtz and Azile Dee Kurtz

dated January 11, 19 79, payable to the order of the Mortgagee in installments of not less than 24.60 each including interest, on the 15th day of each month commencing 15 day of January, 19 79, until January 15, 19 89 when the balance then remaining unpaid shall be paid in full.

This Mortgage is also given as security for the payment of any and all other indebtednesses, obligations and liabilities of the Mortgagor to the Mortgagee now existing or hereafter arising, matured or to mature, absolute or contingent, including but not limited to such as may arise from endorsements, guarantees, acceptances, bills of exchange, promissory notes, or other paper discounted by the Mortgagee or held by the Mortgagee, or taken as security for any loans or advances made by the Mortgagee to the Mortgagor, or for any other purpose whatsoever.

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