

# THE MORTGAGOR

m 79 page 9611

STEVEN KEEL AND CAROL A. KEEL, Husband and Wife

hereby mortgage to KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, hereinafter called "Mortgagee," the following described real property, situated in Klamath County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits thereof, to wit:

The North 15 feet of Lot 12, and all of Lot 13, Block 4,  
ELDERADO ADDITION TO THE CITY OF KLAMATH FALLS, in the  
County of Klamath, State of Oregon.

Mortgagor's performance under this Mortgage and the Note it secures may not be assigned 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 rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in ranges, dishwashers and other built-in appliances now or hereinafter installed in or used in connection with the above described premises, and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100----- DOLLARS.

part of a certain promissory note executed by the above named mortgagor for the sum of FORTY-SEVEN THOUSAND, SEVEN HUNDRED FIFTY AND NO/100----- semi-annual installments due on the

Dollars, bearing even date, principal, and interest being payable in ~~monthly~~ <sup>equal</sup> installments of \$1,000.00 on the 27th day of October, 1979 and on the 27th day of April, 1980 and the principal balance plus interest due on or ~~before~~ <sup>before</sup> 18 months from date. ~~xx~~

principal balance plus interest due on ~~the mortgage~~  
and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of any payment on one note and part on another, as the mortgagee may elect.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured against loss by fire or other hazards, in such companies as the mortgagee may direct, in an amount not less than the face of this mortgage, with a policy first to the mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the mortgagee. The mortgagor hereby assigns to the mortgagee all the policies of insurance carried upon said property and in case of loss or damage to the property the mortgagee hereby appoints the mortgagee as his agent to settle and receive the proceeds of any damage mortgage. The mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

[illegible]

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any other right or remedy herein given to the mortgagee, and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the cost of searching records and abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and neuter genders; and in the singular shall include the plural; and in all such cases all survivors in interest of each of the mortgagors, and each

Words used in this mortgage shall include the plural; and in the plural shall include the singular.  
 genders; and in the singular shall include the plural; and in the plural shall include the singular.  
 Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

April 19 7

Each of the covenants and agreements herein shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls Oregon, this 27th day of April, 197

STATE OF OREGON  
County of Klamath }

County of Alameda  
THIS CERTIFIES, that on this 27<sup>th</sup> day of April  
78 the undersigned, a Notary Public for said state

THIS CERTIFIES, that on this 20 day of February,  
A. D., 1979, before me, the undersigned, a Notary Public for said state personally appeared the within named \_\_\_\_\_,  
\_\_\_\_\_ and \_\_\_\_\_,

STEVEN KEEL AND CAROL A. KEEL, Husband and Wife

to me known to be the identical person S... described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes therein expressed.

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

Notary Public for the State of Oregon  
Residing at Klamath Falls Oregon  
My commission expires: 11-12-82

My commission expires: 11-12-82

9612

MORTGAGE

Mortgagors

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

Mortgagee

STATE OF OREGON }  
County of Klamath }

Filed for record at the request of mortgagee on

April 27, 1979

at 49 minutes past 3 o'clock P.M.

and recorded in Vol. M79 of Mortgages.

Page 9611 Records of said County

Wm. D. Milne

County Clerk.

By *Deborah A. Hesch*

Fee \$6.00

Deputy.

Mail to

KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION