

66590

Loan # 3-601023-9

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MORTGAGEVol. M 79 Page 10054THIS MORTGAGE, made this 2nd day of May, 19 79, by and betweenFRANCIS V. RUDD AND ANN F. RUDD, H&W hereinafter called Mortgagor, andSECURITY SAVINGS AND LOAN ASSOCIATION hereinafter called Mortgagee.WITNESSETH, that, whereas, the Mortgagee has loaned to the Mortgagor the sum of
TEN THOUSAND AND NO/100----- DOLLARS, which sum the Mortgagor agrees to
repay to the Mortgagee according to the terms of a promissory note of even date for said sum executed and delivered
by the Mortgagor to the Mortgagee.NOW, THEREFORE, in consideration of said loan, and for the purpose of securing the payment of said several
sums of money and interest specified in said note, and the faithful performance of all the covenants therein and
herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and
assigns forever, all of the following described real property, situated in the County ofKLAMATH and State of OREGON, to-wit:

(see attached)

together with any other property which shall be determined to be a part of said real estate (collectively "the
property").This mortgage is given to secure the payment of the several sums of money and interest specified in said note
hereinbefore mentioned, and the performance of the covenants and conditions therein and herein contained; upon
the full payment of which said sums and the full and complete performance of which said covenants and conditions,
as herein required, this conveyance shall be null and void, otherwise it shall be and remain in full force and effect.It is expressly provided that time and the exact performance of all the conditions of this mortgage are of the
essence of this contract, and in case default be made in the payment of any of said sums of money when due and
payable, as above provided, then the whole of the principal sum and the interest accrued at the time default is made,
and all other sums which the holder of this mortgage shall have paid or become liable to pay shall, at the option of
such holder thereof, become immediately due and payable without demand or notice, and this mortgage may be
foreclosed at any time thereafter without notice.And it is also expressly agreed that if any suit is instituted to effect such foreclosure, by reason of any such
default, the party to such suit holding this mortgage may recover therein as attorney's fees such sum as the court
may adjudge reasonable in such suit or action and any appeal therein, together with the costs incurred or paid by
such party for continuation of abstract or title search from the date of this mortgage to the date of instituting such
foreclosure suit, in addition to the costs and disbursements allowed by law, and said attorney's fees and other costs
shall be secured by this mortgage.

IN TESTIMONY WHEREOF, the Mortgagor has signed this mortgage the day and year first above written.

STATE OF OREGON

County of Klamath[Signature]
[Signature]
May 7, 19 79Personally appeared the above named Francis V. Rudd and Ann F. Rudd and acknowledgedthe foregoing instrument to be their voluntary act and deed.Vickie J. Hargreaves
VICKIE J. HARGREAVES
Notary Public for Oregon
FORM NO. 104-75 Commission expires 12/2/81

BEFORE ME:

Vickie J. Hargreaves
Notary Public for Oregon
My Commission expires:

10055

Lots 1, 2, 3, 4 and 5 in Block 4 of the Terraces, an Addition to the City of Klamath Falls, Klamath County, Oregon, according to the official plat thereof;

Together with the Easterly half of Vacated Mesa Street adjacent thereto;

Together with the portion of the Westerly half of Vacated Mesa Street, more particularly described as follows:

Beginning at an iron pin at the intersection of the Centerline of vacated Mesa Street and the South line, as extended, of Lot 5, Block 4 of the Terraces, which said pin is at the point on said Centerline from which the Southwest corner of said Lot 5 bears South 89°23'55" East 21.53 feet distant; Thence, North 89°23'55" West along the South line of said Lot 5, as extended, 19.0 feet to an iron pin; Thence, North 18°43' West along an existing fence 73.8 feet to a point; Thence, South 89°21'50" East 15.8 feet to an iron pin on the Centerline of vacated Mesa Street; Thence, South 21°01'40" East along the Centerline of vacated Mesa Street 74.9 feet, more or less, to the Point of Beginning, containing 1294 square feet, more or less.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title co.

this 3rd day of May A. D. 1979 at 10:32 o'clock AM., on

fully recorded in Vol. M79, of Mortgages on Page 10054

W. D. MILNE, County Clerk.

By Bernetha Spilch

Fee \$6.00

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