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THIS MORTGAGE, Made this 28th day of June, 19 79, by David Hamby and Roslyn Hamby, husband and wife, to Kenneth H. Kinsman and Linda Kinsman, husband and wife, Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Four thousand one hundred thirty-one 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 property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Beginning at the most Easterly corner of Lot 1 in Block 7 of FIRST ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; thence Southwesterly at right angles to Eighth Street, 70 feet; thence Northwesterly parallel with Eighth Street, 55 feet; thence Northeasterly at right angles to Eighth Street, 70 feet; thence Southeasterly parallel with Eighth Street, 55 feet to the point of beginning, being a part of Lots 1 and 2 of Block 7 of FIRST ADDITION TO KLAMATH FALLS, OREGON.

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 promissory note, of which the following is a substantial copy:

\$ 4,131.00 Klamath Falls, Oregon, June 28, 1979

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Kenneth H. Kinsman and Linda Kinsman, husband and wife,

Four thousand one hundred thirty-one and no/100 Dollars, at c/o Klamath First Federal Savings and Loan Association, 540 Main Street, Klamath Falls, Oregon

with interest thereon at the rate of 10 per cent. per annum from June 28, 1979, until paid, principal and interest payable in monthly installments of not less than \$50.00 in any one payment; each payment as made shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the 28th day of July, 1979, and a like payment on the 28th day of each month thereafter until June 28, 1980, when the whole unpaid balance hereof, if any, shall become due and payable; if any of said installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Prepayment without penalty.

This note secures a Second

Mortgage of even date.

s/ David Hamby

David Hamby

s/ Roslyn Hamby  
Roslyn Hamby

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: June 28, 1980

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 and undisturbed title thereto. EXCEPT a recorded contract dated October 10, 1978, from Eisle Sisson to Alfredo Quebedo, et ux, and a recorded contract dated October 25, 1978, from Alfredo Quebedo, et ux, to David Hamby, et ux, 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said premises, the mortgagee may procure the same at mortgagor's expense; 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. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

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