

38-19785

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MORTGAGE
Home EquityVol. ¹³79 Page 20372

This indenture, made this 23 day of August, 19 79, between
Frederick W. Dassler and Bertie Lee Dassler, Husband and Wife
 hereinafter called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a national banking association, hereinafter called "Mortgagee";

WITNESSETH:

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

As per schedule "A" attached hereto and by this reference herein.

together with the buildings, improvements and fixtures now or hereafter situate on said premises, including, but not exclusively, all personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors.

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to the Mortgagee that Mortgagor is lawfully seized in fee simple of the said real property, that Mortgagor is the absolute owner of the said personal property and that Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained to be by the Mortgagor kept and performed, and to secure the payment of the sum of \$ 10,000.00 and interest thereon in accordance with the tenor of a certain promissory note executed by Mortgagor dated August 23, 1979 payable to the order of Mortgagee in installments of not less than \$ 223.51 each including interest on the 13 day of each month commencing October 13, 19 79 until September 13, 1984, when the balance then remaining unpaid shall be paid.

The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

1. That Mortgagor will pay, when due, the indebtedness hereby secured, with interest, as prescribed by said note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.
2. That Mortgagor will keep the real and personal property hereinabove described in good order and repair and that if any of the said property be damaged or destroyed by any cause, Mortgagor will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.
3. That Mortgagor will, at Mortgagor's own cost and expense, keep the mortgaged property insured under an Oregon standard fire insurance policy or equivalent, with extended coverage, to the full insurable value of the property, with loss payable to Mortgagee as its interest may appear. At least five (5) days prior to expiration of any policy, Mortgagor will deliver to Mortgagee satisfactory evidence of the renewal or replacement of the policy. The insurance or a certificate of coverage shall be delivered to Mortgagee. Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.
4. That Mortgagor will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagee.
5. That Mortgagor will pay when due all amounts required to be paid under the terms and conditions of any other mortgage(s) or deed(s) of trust on the property described herein and the note(s) secured thereby.
6. That Mortgagor will not transfer his interest in the mortgaged property, or any part thereof, whether or not the Transferee agrees to assume or pay the indebtedness secured hereby.
7. That in case the Mortgagor shall fail to perform any of the acts herein required to be performed, the Mortgagee may, at its option, but without any obligation on its part to so do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 10% per annum.

8. That, if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

9. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for the indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership; but until a default by the Mortgagor in one or more of his covenants or agreements herein contained, Mortgagor may remain in possession of the mortgaged property and retain all rents actually received by Mortgagor prior to such default.

10. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. All of the covenants of the Mortgagor shall be binding upon Mortgagors heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payment or grant renewals of indebtedness hereby secured for any term, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor or the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box.

IN WITNESS WHEREOF, said Mortgagor has executed this indenture the day and year first above written.

STATE OF OREGON

County of Klamath

August 23, 19 79

Personally appeared the above named Frederick W. Dassler and Bertie Lee Dassler

and acknowledged the foregoing instrument to be

Their voluntary act and deed.

Before me:

(SEAL)

Notary Public for Oregon

My commission expires: April 8, 1980

MORTGAGE

Frederick W. Dassler
Bertie Lee Dassler

AFTER RECORDATION RETURN TO:
FIRST NATIONAL BANK OF OREGON
Klamath Falls
601 Main St.
Klamath Falls, OR 97601

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this _____ day of _____ A.D. 19 _____

at _____ o'clock _____ M, and duly

recorded in Vol. _____ of _____

page _____

Wm D. MILNE, County Clerk

By _____ Deputy

Fee _____

Schedule A.

20373 A

PARCEL 1

A portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying East of the Bonanza-Malin County Road, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence West along the section line 363 feet, more or less, to the Easterly right of way line of the Bonanza-Malin County Road; thence South 0° 16 $\frac{1}{2}$ ' East 1320 feet, more or less, along said right of way line, to the South line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence East along the South line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ 355 feet, more or less, to the Southeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North along the East line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$, 1320 feet, more or less, to the point of beginning.

PARCEL 2

All that portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 30, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Easterly from the center line of Lost River, more particularly described as follows:

Beginning the Northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30; thence South along the Easterly boundary of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, 20.15 chains to the Southeast corner thereof; thence Westerly along the Southerly line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$, 11.00 chains, more or less to the centerline of Lost River; thence Northerly along the centerline of Lost River to its intersection with the North line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence Easterly along the said North line 10.35 chains to the point of beginning. SAVING AND EXCEPTING a strip of land 80 feet wide deeded by Ernest Alfred Higham to the State Highway Commission and recorded in Klamath County Deed Records, Volume 210 at page 145.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co

this 27th day of August A. D. 1979 at 3:52 o'clock P M., and

duly recorded in Vol. M79, of Mortgages on Page 20372

Wm D. MILNE, County Clerk

Fee \$10.50

By Permecha Helach