

323157

38-16740
MORTGAGE

Vol. 79 Page 20635

THIS MORTGAGE, made this 22ND day of AUGUST, 1979, by and between
WALTER WARMEE & MARY JEAN WARMEE hereinafter called Mortgagor, and
SECURITY SAVINGS & LOAN ASSOCIATION hereinafter called Mortgagee.

WITNESSETH, that, whereas, the Mortgagee has loaned to the Mortgagor the sum of
~~FOUR THOUSAND AND NO/100~~ FOUR 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 of
KLAMATH 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

) ss

County of KLAMATH

Personally appeared the above named WALTER WARMEE & MARY JEAN WARMEE and acknowledged.

the foregoing instrument to be THEIR voluntary act and deed.

BEFORE ME:

return: See

Notary Public for Oregon

My Commission expires: July 20, 1983

50632

20636

SECOND MORTGAGE

TO

STATE OF

County of

I certify that the within instru-
ment was received for record on the
day of , 19
at o'clock M., and recorded
in book on page , Record of
Mortgages of said county or as filing
fee No.

Witness my hand and seal of
county affixed.

Title.

By

Deputy

5. The land referred to in this policy is situated in the State of Oregon, County of
Klamath , and is described as follows:

The Southeasterly $\frac{1}{2}$ of Lot 3 and all of Lot 4, Block 43 of HILLSIDE
ADDITION, to the City of Klamath, State of Oregon, according to the
official plat thereof on file in the office of the County Clerk of
Klamath County, Oregon , excepting therefrom the Southwesterly 20
feet heretofore conveyed to Klamath County for street purposes, said
Tract facing 75 feet on Hillside Avenue and extending a distance of 130
feet therefrom. Together with that portion of vacated Earle Street
which innured thereto as disclosed in instrument recorded January 25,
1956 in Volume 280, page 445, Deed Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

on the 29th day of August A. D. 1979 at 3:42 clock P.M., and

is duly recorded in Vol. M79, of Mortgages on Page 20635

Wm D. MILNE, County Clerk

By

Bernetha J. Gotsch

Fee \$7.00

