4239	777698 MORTGAGE Vol. <u>79</u> Page 22463
THIS MORTGAGE, made this	5th_day of _ <u>SEPTEMBER</u> , 19_79by and between
MILTON B. BRITT & VIVIA	AN E. BRITT hereinafter called Mortgagor, and
_SECURITY_SAVINGS & LOAN	N-ASSOCIATION hereinafter called Mortgagee.
WITNESSETH, that, whereas,	, the Mortgagee has loaned to the Mortgagor the sum of
EIGHT THOUSAND AND NO /1	DOLLARS, which sum the Mortgagor agrees to orms of a promissory note of even date for said sum executed and delivered
herein contained, the Mortgagor does herel	on of said loan, and for the purpose of securing the payment of said several said note, and the faithful performance of all the covenants therein and eby grant, bargain, sell and convey unto the Mortgagee, its successors and llowing described real property, situated in the County of
-KI,AMATH and State	^{te of} OREGON , to-wit:
	+ 1025
together with any other property which property").	shall be determined to be a part of said real estate (collectively "the

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 M	fortgagor has signed this mortgage the day and year first above written.
에 있었다. 영상 전에 가장 등 위에 들어 같이 있는 것이 같이 가장 것 같은 것이 없다.	Hilley Britt
STATE OF OREGON	Hurian E. Britt
County of KLAMATH	.19
Personally appeared the above nan	med MILTON B. BRITT & VIVIAN E. BRITT and acknowledged?
the foregoing instrument to be	voluntary act and deed.
	BEFORE ME:
	Notary Public for Oregon
FORM NO. 134-75	Notaty Public for Oregon My Commission expires: $\pi^{-1/2} 2^{-1/2} + 12^{-1}$
TE OF OREGON; COUNTY OF K	(LAMATH; ss.
areby certify that the within instrum	nent was received and filed for record on the <u>20th</u> day of
tember A.D., 19 <u>79</u> at <u>3:36</u> <u>Mortgages</u> on Pa	O'clock_PM., and duly recorded in Vol M79

FEE \$3.50

Denutv