1#3140-095 1A -77376584 THE MORTGAGOR^{1, 79_Page} 26189 RAY RICHARD AWMILLER AND SUSAN A. AWMILLER, Husband and Wife hereby mortgage to KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, hereinafter called "Mortgagee," the following described real property, situated in <u>Klamath</u> County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits thereof, towit: Lot 7, in Block 1 of Tract 1099, Rolling Hills, according to (); () the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. tinner atrep a an realized rate and realized a real together with all rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in ranges, dishwashers and other built-in appliances now or hereinafter in-the payment of a certain promissory note executed by the above named mortgagors for the principal sum of TWENTY-ONE THOUSAND, SIX HUNDRED EIGHTEEN AND NO/100-----Dollars, bearing even date, principal, and interest being payable in monthly installments of \$.ONE...HUNDRED...TWENTY. 2 and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebted-ness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of any payment on one note and part on another, as the mortgagee may elect. any payment on one note and part on anomer, as the mortgaget may elect. The mortgagor covenants that he will keep the buildings now of hereafter orected on said mortgaged property continuously insur against loss by fire or other hazards, in such companies as the mortgagee may direct in an amount not less than the face of this mortgage. With loss payable first to the mortgage to the full amount of said indebtedness and then to the mortgager. The mortgage of the property insured, the mortgage all right in all policies of insurtine mortgages. The mortgage the property insured, the mortgage all right in all policies of his and property as and the said them to the property insured, the mortgage all right in all policies of his addition and in case of the mortgager in all policies then in force shall pass to the mortgagee thereby giving said mortgages the right to assign and transfer sa policies. 57 0 The motigagor further covenants that the building or buildings now on or hereafter crected upon said premises shall be kept in good repair, not altered, extended, months from the date hereof or the date construction is hereafter commenced. The morigage rates to pay, when due, all hand be kept in good repair, not altered, extended, level or demolished without the written consent of the morigage or which becomes a prior level it. Secures or any transactions in construction therewill or any other which may be adjudged to be morigage or which becomes a prior lien by operation of here instances and premises of all taxes, assessments and cover prior which may be assigned as further security to morigage; that for the purpose of providing regularly for the promote on any transactions in connection therewill or any other charges level or assessed against the morigage property and instrance premiums while any part of the promote property and instrance premiums while any part of the promote berefy remains unally dimension and for morigage or which move the property and instrance premiums while any part of the promote berefy remains unally dimension and be premiumed in the property and instrance premiums while any part of the promote berefy remains unally dimension or the promote berefy remains unally dimension of all taxes, assessments and governmental tragor on said amount, and said amounts are hereby pledged to morigage as additional security for the payment of this morigage and the note hereby secured. Should the mortgagor fail to keep any of the foregoing covenants, then the mortgage may perform them, without waking any other right or remedy herein given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of a c In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be The mortgagor shall pay the mortgage a reasonable sum as attorneys less in any suit which the mortgages defends or prosecutes to searching records and abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom. The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property. Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and asuter genders; and in the singular shall include the plural; and in the plural shall include, the singular. Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each Dated at Wembe Nay Nichard STATE OF OREGON County of Klamath THIS CERTIFIES, that on this . A. D., 19.7.9., before me, the undersigned, a Notary Public for said state personally appeared the within named day of . November RAY"RECHARD AWMILLER AND SUSAN A. AWMILLER, Husband and Wife When sknown to be the identical person S. described in and who executed the within instrument and acknowledged to me that they O IN TESTIMONY WHEREOF, I have hereunic set my hand and official spare the day and your last above written. 6 of or of Sarald V Erour Notary Public for the State of Oregon Residing at *MAMRTM_FALLS*, Oregon, My commission expires: 5 11-12-82

