

THIS MORTGAGE, Made this 2055 day of March, 1980,
 by CHARLES E. NORTON and NANCY J. NORTON, husband and wife,
 to BRUCE A. FROEMKE

Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Three Thousand Five Hundred and 00/100 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:

Lot 27, Block 41, Unit 2, Klamath Falls Forest Estates, Highway 66 Unit, Plat No. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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 One promissory note, of which the following is a substantial copy:

SEE ATTACHMENT

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: April 15, 1984.

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, unencumbered title thereto

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 now on or which hereafter may be erected on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings 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 buildings, 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.

20 1 44 61 000 08

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 (a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below).
 (b) ~~for the purchase of real property or for the improvement of real property~~

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a pre-ceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Charles E. Norton
 CHARLES E. NORTON
Nancy J. Norton
 NANCY J. NORTON

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, or such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

MORTGAGE

(FORM No. 105A)

TO

STATE OF OREGON,
 County of Klamath } ss.

I certify that the within instrument was received for record on the 19th day of March, 1980, at 1:02 o'clock P.M., and recorded in book 180 on page 5172 or as file number 82955.
 Record of Mortgages of said County.
 Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Title.

By *Deborah A. Hetch*
 Fee \$7.00 Deputy.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Peter M. Moore
Att. 5 Box 1033
H. L. L. Co., Pa. 97601

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 13 day of March, 1980, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named CHARLES E. NORTON and NANCY J. NORTON, husband and wife,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

William E. Sirgin
 Notary Public for Oregon.
 My Commission expires March 12, 1982

80-419

TRUSTEE'S NOTICE OF SALE

Vol. 50 Page 517

Reference is made to that certain trust deed made, executed and delivered by ROBERT P. MARZAN and THERESA P. MARZAN TRANSAMERICA TITLE INSURANCE COMPANY, as grantor, to obligations in favor of WELLS FARGO REALTY SERVICES, INC., Trustee, to secure certain dated March 10, 1978, recorded April 28, 1978, in the mortgage records of Klamath County, Oregon, in book M-78 at page 8417, covering the following described real property situated in said county and state, to-wit:

Lot 36 in Block 22 of Tract 1113-Oregon Shores-Unit 2 as shown on the map filed on December 9, 1977 in Volume 21, Page 20 of Maps in the office of the County Recorder of said County.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and to foreclose said deed by advertisement and sale; the default for which the foreclosure is made is grantor's failure to pay when due the following sums owing on said obligations, which sums are now past due, owing and delinquent:

Monthly installments heretofore becoming due and payable under the terms of said trust deed and the obligation secured thereby for the payment of principal, interest, and monthly requirements for the assessments, insurance premiums, and other charges due and payable with respect to said property in the total sum of \$686.20 (including \$31 for assessments), including the last such monthly payment of \$54.60 due on January 20, 1980,

By reason of said default the beneficiary has declared the entire unpaid balance of all obligations secured by said trust deed together with the interest thereon, immediately due, owing and payable, said sums being the following, to-wit:

\$4,784.87, plus interest thereon at the rate of 8% per annum from January 20, 1979 plus \$31 for assessments.

An amended

notice of default and election to sell and to foreclose was duly recorded January 21, 1980, in book M80 at page 1179 of said mortgage records, reference thereto hereby being expressly made. WHEREFORE, NOTICE HEREBY IS GIVEN That the undersigned trustee will on Monday, the 9th day of June, 1980, at the hour of 10:00 o'clock, A.M., at the front door of County Courthouse, Klamath Falls, County of Klamath, State of Oregon, sell at public

auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.760 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment of the entire amount due (other than such portion of said principal as would not then be due had no default occurred) together with costs, trustee's and attorney's fees at any time prior to five days before the date set for said sale.

In construing this notice and whenever the context hereof so requires, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and their successors in interest; the word "trustee" includes any successor trustee and the word "beneficiary" includes any successor in interest of the beneficiary named in the trust deed.

DATED at Portland, Oregon.

January 30, 1980.

Bethand J. Clark
Successor Trustee

State of Oregon, County of

I, the undersigned, certify that I am the attorney or one of the attorneys for the above named trustee; that I have carefully compared the foregoing copy of trustee's notice of sale with the original thereof and that the foregoing is a true, correct and exact copy of the original trustee's notice of sale and of the whole thereof.

DATED at

Oregon, this

day of

19

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Attorney for said Trustee

I hereby certify that the within instrument was received and filed for record on the 19th day of March, A.D., 1980 at 1:13 o'clock P.M., and duly recorded in Vol. 1180 of Mortgages on Page 5174.

FEE \$5.00

WM. D. MILNE, County Clerk

By: Dennis H. Hiteck Deputy