

84673

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THIS INDENTURE, Made this 22 day of May, 1980,between RALPH E. PATTERSONas mortgagor, and ANNE MOUSSEAU

as mortgagee,

WITNESSETH, That the said mortgagor for and in consideration of the sum of

Two Thousand Dollars (\$2,000) to be

paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee and

assigns those certain premises situated in the County of Klamath, and State of

Oregon, and described as follows:

Lot 18, Block 18, HOT SPRINGS ADDITION TO THE CITY  
of Klamath Falls, in the County of Klamath, State  
of 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 and  
assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of.....

Two Thousand ..... Dollars

..... certain promissory note... of which the

\$ 2,000.00 Klamath Falls, ....., 19 80.

I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
Anne Mousseau

..... at Klamath Falls, Oregon  
Two Thousand (\$2,000.00) ----- DOLLARS,

with interest thereon at the rate of 10 per cent. per annum from June 1st, 1980 until paid,  
principal and interest payable in monthly installments of not less than \$ 92.29 in any one payment; each payment as made  
shall be applied first to accumulated interest and the balance to principal; the first payment to be made on the 1st day  
of June 19 80, and a like payment on the 1st day of each month thereafter until  
July 1 1982, when the whole unpaid balance hereof, if any, shall become due and payable; if any of said  
installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the  
holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's  
fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's  
fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed  
by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

There shall be no prepayment penalty.

*Ralph E. Patterson*

- The mortgage warrants that the purposes for which the mortgage are:
- (a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
  - (b) ~~for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.~~

This indenture is further conditioned upon the faithful observance by the mortgagor..... of the following covenants hereby expressly entered into by the mortgagor....., to-wit:

That.....he is lawfully seized of said premises, and now has..... a valid and unincumbered fee simple title thereto,

and that.....he will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That.....he will pay the said promissory note..... and all installments of interest thereon promptly as the same become due, according to the tenor of said note.....;

That so long as this mortgage shall remain in force.....he will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That.....he will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. 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.....

That so long as this mortgage shall remain in force.....he will keep the buildings now erected,

or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$.....in some company or companies acceptable to said mortgagee.... and for the benefit of said mortgagee..., and will deliver all the policies and renewals thereof to said mortgagee....

NOW, THEREFORE, if the said mortgagor..... shall pay said promissory note....., and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note..... in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note..... or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee..... the option to declare the whole amount due on said note....., or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor..... shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee..... shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor.... agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor.... further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, together with the reasonable costs incurred by the mortgagee.... for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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

*Ralph E. Patterson*

\*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, as 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.

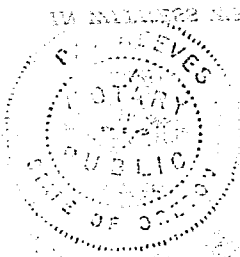
## STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 22 day of May, 1980,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Ralph E. Patterson

known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that he 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.



J. E. Stevens  
Notary Public for Oregon  
My Commission expires 7-18-82

## MORTGAGE

(FORM NO. 8)

TO

STATE OF OREGON,  
County of Klamath ss.

I certify that the within instru-  
ment was received for record on the  
22nd day of May,  
1980, at 3:58 o'clock P.M.,  
and recorded in book M80 on  
page 9430, Record of Mortgages  
of said County or as filing fee number  
84679.

Witness my hand and seal of  
County affixed.

Wm. D. Milne

County Clerk Title

By Bernetha D. Hetcher Deputy.

Fee \$14.00

J. E. STEVENS LAW PUB. CO., PORTLAND, ORE.

Return to

Western Bank  
Main Branch  
Klamath Falls, OR