THIS MORTGAGE, Made this

405

Vol. 8 - Page

.....day of DALE Z. KIRBY and ANNE M. KIRBY, husband and wife

Mortgagor, to WILLIAM E. SWEETLAND and VIRGINIA SWEETLAND, husband and wife

to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, ex-

State of Oregon, bounded and described as follows, to-wit:

Lot 19, MOYINA, 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:

24,000.00

On or before sale of property located at ** after date, ///gw jii tright / than / dwd kiddlet) we jointly and severally promise to pay to the order of WILLIAM E. SWEETLAND and VIRGINIA SWEETLAND

** Lot 19, Moyina, Klamath County, Oregon 1400 Carlson Drive, Klamath Falls, Oregon

S/S DALE Z. KIRBY DALE Z. KIRBY S/S ANNE M. KIRBY ANNE M. KIRBY

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-

And said mortgagor covenants to and with the mortgages, his hoirs, executors, administrators and assigns, that he is lawfully seized in lee simple of said premises and has a valid, unencumbered title thereto except: Liens and encumbrances

seized in lee simple of said premises and has a valid, unencumbered title thereto except: Liens and encumbrances of record and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to 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 raxes, 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 satisty any and all liens or encumbrances that now on or which hereafter may be erected on the said premises continuously insured against loss or damage by lite and such other healter may be receted on the said premises continuously insured against loss or damage by lite and such other healter may be receted on the said premises continuously insured against loss or damage by lite and such other healter may be receted on the require, in an amount not less than the original principal sum of the note or gagee and then to the mortgage, in a company or companies acceptable to the mortgage, with loss payable first to the mortgage as soon as insured. Now if the mortgager shall tail for any reason to procure any such insurance shall be delivered to the mortgage as soon as insured. Now if the mortgager shall tail for any reason to procure any such insurance and to deliver said policies the nortgage may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises fing or repair and will not commit or suffer any waste of said premises. At the request of the mortgages, the mortgage shall factory to the mortgage in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgage in executing one or more financing statemen

The mortgager 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 an organization or (even it mortgagor is a natural person) are for business or commercial purposes other than

agricultural purposes.

Now, therefore, it 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 the said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgage shall have the option to declare the whole amount unpaid on said note or on this mortgage and premises or any part thereof, the mortgage may be fore-closed at any time thereafter. And it the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance apart of the debt secured by this mortgage, and shall bear interest at the same rate as said nots without waiver, however, of paid by the mortgage at any time while the mortgagor neglects to repay any sums so paid by the mortgage at any time while the mortgagor neglects to repay any sums so paid by the mortgage. In the event of any gage for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge the speak at sums to be secured by the lien of this mortgage and disbursements and such further sum as the trial court may adjudge the speak of covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators. In case suit or action is commenced to foreclose this mortgage, the mortgage may upon motion of the mortgage, appoint a factor of said mortgagor and of said mortgage respectively.

In construing this mortgage, it surderstood that the mortgagor or mortgage may be more than one person; that if the and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to

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

*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, at such word with the Act and Regulation by making required disclosures; for this purpose, if this Form No. 1305 or requivalent; if this Instrument is to be a FIRST lies to finance the purchase of a dwelling, use Stevens-Ness Ness Form No. 1306, or equivalent.

A condition for his of the water

ANNE M. KIRBY

for the course and the many reason are a second control or way been accounted to STATE OF OREGON,

County of ... Klamath

June

and wife

Personally appeared the above named _____DALE Z. KIRBY and ANNE M. KIRBY, husband

NATO THE STORY SEE MAN TO COME AND THE SECURITIES AND THE

and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon

My commission expires: Sept. 5, 1982

MORTGAGE

(FORM No. 105A)

STEVENS HESS LAW PUB, CO., PORTLAND, OHE

DALE Z. KIRBY and ANNE M. KIRBY

WILLIAM E. SWEETLAND and VIRGINIA SWEETLAND

AFTER RECORDING RETURN TO

Mr. & Mrs. William E. Sweetland
1257 Suntine Pl.
Eugene, OK 94405

SPACE RESERVED FOR RECORDER'S USE

du franchistisch

STATE OF OREGON.

County of KLAMATH I certify that the within instru-at....3;49...o'clock. P.M., and recorded in book/reel/volume No. M 81...on page 10040...or as document/fee/file/ instrument/microfilm No. 405 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

EVELYN BIEHN

COUNTY CLERK

C Driggel Don Deputy.