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THE MORTGAGOR Vol. 11-81 Page 16932

TAMRA V. RICKBEIL, Trust, TAMRA V. RICKBEIL, Trustee

heroby 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 Klamath County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits thereof, to wit:

The Easterly 30 feet of Lot 1, Block 14 of Original Town of Linkville, now City of Klamath Falls, Oregon, EXCEPTING therefrom a strip 6 feet wide off the Northerly side and deeded for an alley, and further described as follows: Beginning at the intersection of the Westerly line of 8th Street and the Northerly line of Main Street in the City of Klamath Falls, Oregon, being the Southeastly corner of Block 14 of the Original Town of Linkville, now City of Klamath Falls, Oregon, according to the Supplemental Plat thereof; thence Northwesterly along 8th Street 114.0 feet to the line of the alley 30.0 feet, thence Southwesterly along the line of said alley through said Block 14, thence Southwesterly along the line of said alley 8th Street 114.0 feet, thence Northeasterly along the said Northerly line of Main Street 30.0 feet to the place of beginning.

(See reverse side)

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 installed in or used in connection with the above described premises, and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of

One Hundred Fifty Thousand and NO/100 Dollars, bearing even date, principal, and interest being payable in monthly installments of \$ 2,200.50 commencing January 20th, 1982 and the principal balance, plus interest, due in full on the 20th day of December, 1996.

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 indebtedness 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.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured 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 mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the mortgagee. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance carried upon said property and in case of loss or damage to the property insured, the mortgagee hereby appoints the mortgagor as his agent to settle and adjust such loss or damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right of the mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now on or hereafter erected upon said premises shall be kept in good repair, not altered, extended, removed or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind levied or assessed against said premises, or upon this mortgage or the indebtedness which it secures or any transactions in connection therewith or any other lien which may be assigned as further security to mortgagee; that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of said yearly charges. No interest shall be paid more than the amount, and said amounts are hereby pledged to mortgagee as additional security for the payment of this mortgage and the note hereby secured.

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without valuing 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 even date herewith and be repayable by the mortgagor on demand.

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 foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien hereof or to foreclose this mortgage; and shall pay the costs and disbursements allowed by law and shall pay the cost of searching records and abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure 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 neuter 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 shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon, this 24th day of July, 1981.

Tamra V. Rickbeil Trust  
Tamra V. Rickbeil Trustee

STATE OF OREGON  
County of Klamath.

THIS CERTIFIES, that on this 24th day of July, A. D. 1981, before me, the undersigned, a Notary Public for said state personally appeared the within named

TAMRA V. RICKBEIL, Trust, TAMRA V. RICKBEIL, Trustee

to me known to be the identical person described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily for the purposes therein expressed.

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

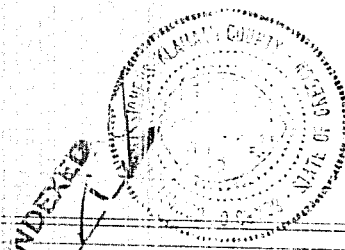
*Rick Owens*  
Notary Public for the State of Oregon  
Residing at 5-14-84 Oregon.  
My commission expires:

21791

Mortgagor, Tamra V. Rickbeil, has caused her life to be insured in the United Pacific Life Insurance Company in the sum of \$150,000.00, and has assigned the policy to Klamath First Federal Savings and Loan Association as further security for payment of this mortgage. Mortgagors covenant that they shall pay the premiums becoming due on said policy and will furnish receipts to mortgagee. Should mortgagors fail, refuse, or neglect to pay any such premiums promptly when it becomes due, mortgagees may pay such premiums, and the amount so paid shall be added to the unpaid principal sum, and be secured by the lien of this mortgage and shall be immediately due to mortgagee.

(This mortgage is re-recorded to include the provision for life insurance.)

*Tamra V. Rickbeil*



16932

MORTGAGE

Mortgagors  
To:--  
KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
540 Main Street  
Klamath Falls, Oregon 97601

Mortgagee

STATE OF OREGON } ss  
County of Klamath }

Filed for record at the request of mortgagee on

September 22, 1981

at 56 minutes past 1 o'clock P.M.

and recorded in Vol. M-81 of Mortgages.

page 16932 Records of said County

Evelyn Biehn  
County Clerk.

*[Signature]*  
Deputy.  
Fee \$8.00

Mail to  
KLAMATH FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION

FILED FOR RECORD; COUNTY OF KLAMATH; ss.  
and for record of ~~XXXXXX~~  
s. 22 day of Dec. A.D. 1981 at 3:43 o'clock P.M. and  
duly recorded in Vol. M-81 of Mortgage on Page 21796  
Fee \$8.00  
By *[Signature]* EVELYN BIEHN, County Clerk