## 32593

THIS MORTGAGE, Made this 10th

BARBARA L. BRINK

day of January , 1984 JAMES L. CRAPO and HELEN CRAPO, Husband and Wife, or the Mortgagor, to Daked I. Class and Manager Class of them,

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:

Beginning at the most easterly corner of Lot 6; thence Northwester-Beginning at the most easterly corner of Lot 6; thence Northwester-ly along the Southwesterly line of Pacific Terrace, a distance of 75 feet to a point which is 25 feet Southeasterly from the most Northerly corner of Lot 5; thence Southwesterly along a line parallel to and 25 feet Southeasterly from the Northwesterly line of each Lot 5 a distance of 93 feet to a point, thence Southeasterof said Lot 5 a distance of 93 feet to a point; thence Southeasterof said Lot 5 a distance of 93 feet to a point; thence Southeaster-ly parallel to the Southwesterly line of Pacific Terrace, a distance of 75 feet to a point on the Southeasterly line of Lot 6; thence Northeasterly along the Southeasterly line of Lot 6; distance of 93 feet to the point of beginning, being a portion of Lots 5 and 6 in Block 39 of HOT SPRINGS ADDITION to the City of Klamath Falls. according to the official plat thereof on file in Klamath Falls, 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

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:

\$ 16,874.35

----DOLLARS.

with interest thereon at the rate of 12 % per annum from date hereof

and if not so paid, all principal and interest, at the option of the holder of this note, to be paid at any time. If this note is placed in the hands of an attorney for collection, I/we appeal therein, is tried, heard or decided.

DOLLARS.

DOLLARS.

and if not so paid, all principal and interest, at the option of the holder of this note, to be paid at any time. If this note is placed in the hands of an attorney for collection, I/we appeal therein, is tried, heard or decided.

BARBARA L. BRINK

ORM No. 216-PROMISSORY NOTE.

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: January 10 ..., 19 87.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in tee 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 able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such obligation secured by this mortgage, in a company or companies acceptable to the mortgage as soon as insured. Now if the mortgagor sat their respective interests may appear; all policies of insurance shall be delivered to the mortgage may procure the same at mortgagor shall fail for any reason to procure any such insurance and to deliver said policies in good repair and will not commit or suffer any waste of said premises. At the request of the mortgage, the mortgage, the mortgager shall be same in the proper public office or offices, as well as the cost of all lien of the mortgage.

\*\*\*\*\*\*\*\*\*\*\*\*

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 all of 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 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 closed at any time thereafter. And if the mortgage may at its option so, and any payment so made shall be added to and become premium as above provided for, the mortgage may at his option so, and any payment so made shall be added to and become premium as above provided for the mortgage, and shall bear interest at the same rate as said note without waiver, however, of a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of a part of the debt secured by the mortgage, and shall bear interest at the same rate as said note without waiver, however, of a part of the mortgage at any time while the mortgage, reglects to repay any sums so paid by the mortgage. In the event of any paid by the mortgage at any time while the mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgage for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's tees in such suit or action, and if an appeal is taken from any judgment or decree entered reasonable as plaintiff's attorney's tees in such suit or action, and if an appeal is taken from any judgment or decree entered reasonable as plaintiff's attorney

In construing this mortgage, it is understood that the mortgagor or mortgage 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 n	nortgagor has hereunto set hi	s hand the day and year first abo	ove
written.	Za.	BARBARA L. BRINK	
*IMPORTANT NOTICE: Delete, by lining out, whichever we plicable; if warranty (a) is applicable and if the mortgages is defined in the Truth-in-Lending Act and Regulation 2, 1 with the Act and Regulation by making required disclaim required disclaim instrument is to be a FIRST lien to finance the purchase of form No. 1305 or equivalent; if this instrument is NOT to Ness Form No. 1306, or equivalent.	rranty (a) or (b) is not ap- is a creditor, as such word he mortgagee MUST comply es; for this purpose, if this a dwelling, use Stevens-Ness be a first lien, use Stevens-		
STATE OF OREGON,	55.	T 10	Ω /Ι
County of Klamath  Personally appeared the above nar	med BARBARA L. I	January 10 , 19 8	0.4.
and acknowledged the foregoing instrume (OFFICIAL SEAL)	Before me:  Notary Public My commission	for Oregon 5/3/84	eed.
MORTGAGE  (FORM No. 105A)  STEVENS-NESS LAW PUD. CO PORTLAND. ORE.  Barbara L. Brink  TO	SPACE RESERVED	STATE OF OREGON, County of Klamath I certify that the within ins ment was received for record on 17th day of January, 19 at 0:52 o'clock AM, and reco in book/reel/volume No. M84 page 87) or as document/fee/ instrument/microfilm No. 32593	the 84, orded ord

RECORDER'S USE

Fee: \$8.00

James L. Crapo and

**PARKS & RATLIFF** 

ATTORNEYS AT LAW

228 N. 7th Street

KLAMATH FALLS, OREGON 97601 503/882-6331

AFTER RECORDING RETURN TO

Helen Crapo

Record of Mortgages of said County.

Evelyn Biehn, County Clerk

County affixed.

By Fame Smith

Witness my hand and seal of

....Deputy 848