

349551

ATC-27379

Vol. 106 Page 5009

THIS MORTGAGE, Made this 16th day of March, 1984,
by Kenneth S. A. Cooney & Maria Cooney, husband and wife
to South Valley State Bank

hereinafter called Mortgagee,
WITNESSETH, That said mortgagor, in consideration of Eighteen Thousand Five Hundred and No./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 10 and 11, Block 209, Mills Second Addition to the City of Klamath Falls, Klamath County, Oregon

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 a certain promissory note, described as follows:

Noted dated March 16, 1984 in the amount of \$18,500.00

(See copy of note on reverse side)

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: March 15, 1989.

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 an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 are 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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$18,500.00.

in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. 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; if being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and 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 of any lien, encumbrances 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 losing party in such suit or action agrees to pay all reasonable costs incurred by the prevailing party therein for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as the prevailing party's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal, all such sums to be included in the court's decree. 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, first deducting all proper charges and expenses attending the execution of said trust, as the court may direct in its judgment or decree.

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.

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

STATE OF OREGON, County of Klamath, ss: March 16, 1984
Personally appeared the above named Kenneth S. A. Cooney and Maria Cooney
and acknowledged the foregoing instrument to be their voluntary act and deed
Before me: *Gilda M. Mader* Notary Public for Oregon
My commission expires: 5.1.85

MORTGAGE

TO

(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON

County of

I certify that the within instrument was received for record on the day of , 19 , at o'clock M., and recorded in book on page or as file number. Record of Mortgages of said County. Witness my hand and seal of County affixed.

By

Title Deputy

AFTER RECORDING RETURN TO

SOUTH VALLEY BANK
P.O. BOX 5210
KFO 97601

2003

310031

[Handwritten signature]

O. Box 248
Bonanza, OR 97623

This Note is secured by Mortgage dated March 16, 1984 on triplex.
Upon default of any payment, this note shall bear interest at the rate of 16.0 per annum.
made in the payment of any sum due hereunder or (b) if the holder deems himself insecure.
The holder of this note may accelerate the time of payment of all amounts due hereunder if (a) default is
I also agree to pay attorneys' fees and costs of collection on default.
Protest is waived.

VOID

Said principal sum and interest are payable in monthly payments of \$450.00 beginning 4-15-84
plus interest at the rate of INTEREST RATE AGREEMENT PERCENT
Date of Disbursement until paid. PRIME +5.0
(\$18,500.00) per annum from 3-15-89 when the then unpaid balance plus interest will be
and each month thereafter until 3-15-89 when the then unpaid balance plus interest will be
due and payable.

I promise to pay to the order of SOUTH VALLEY STATE BANK, Klamath Falls, Oregon
branch the principal sum of:
Eighteen Thousand Five Hundred and No/100-----DOLLARS
(\$18,500.00) plus interest at the rate of INTEREST RATE AGREEMENT PERCENT
(11.0%) per annum from Date of Disbursement until paid. PRIME +5.0

NOTE
Klamath Falls Oregon March 16 1984
200798-L

5010

COONEY: Kenneth S. A. & Maria
\$ 18,500.00
NOTE
Klamath Falls Oregon March 16 1984
200798-L

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(11.0%) per annum from Date of Disbursement until paid. PRIME +5.0
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Upon default of any payment, this note shall bear interest at the rate of 16.0 per annum.
This Note is secured by Mortgage dated March 16, 1984 on triplex.

P. O. Box 248
Bonanza, OR 97623

[Handwritten signature: Kenneth S. A. Cooney]
[Handwritten signature: Maria Cooney]

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for
record on the 29th day of March A.D., 1984 at 3:39 o'clock P M.
and duly recorded in Vol M84, of Mortgages on page 5009.

EVELYN BIEHN, COUNTY CLERK
by: *[Handwritten signature]* Deputy

Fee: \$8.00