

41597

Vol. 1884 Page 16635

Klamath Falls, Oregon 97603

THIS MORTGAGE, Made this 15th day of September, 1984, by

DEAN O. MILLER and NAOMI B. MILLER, husband and wife,

Mortgagor,

Mortgagees,

WITNESSETH, That said mortgagor, in consideration of the sum of ---- Eight Thousand, Nine Hundred Ninety-Seven and 39/100 ----- (\$ 8,997.39) Dollars

to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns and the heirs of the survivor of them, those certain premises situate in the County of Klamath and State of Oregon, and described as follows, to-wit:

A tract of land in the Northwest Quarter of the Northwest Quarter of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of the Northwest quarter of the Northwest Quarter of Section 10; thence Northerly, along the division line between Sections 9 and 10, a distance of 398.0 feet to a point; thence South 89°33'15" East a distance of 62.53 feet, more or less, to the East boundary line of Washburn Way, being the True Place of Beginning; thence Northerly along the East boundary line of Washburn Way a distance of 350.0 feet; thence South 89°33'15" East a distance of 300.0 feet; thence Southerly along a line parallel to the East boundary of Washburn Way a distance of 350.0 feet; thence North 89°33'15" West a distance of 300.0 feet to the point of beginning, containing 2.41 acres, more or less, as shown on survey by Dortch-Gresdel and Associates, filed in the office of the Klamath County Surveyor on November 7, 1975, as recorded Survey No. 2182.

SAVING AND EXCEPTING therefrom the South 190 feet thereof;

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed or installed in or upon said described premises;

TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever.

This mortgage is intended to secure the payment of one certain promissory note in words and figures substantially as follows:

\$8,997.39 Klamath Falls, Oregon September 15, 1984

I (or if more than one maker) we, jointly and severally, promise to pay to the order of DEAN O. MILLER and NAOMI B. MILLER

at Klamath First Federal Savings and Loan  
Eight thousand Nine Hundred Ninety-Seven and 39/100----- DOLLARS.

with interest thereon at the rate of 10 percent per annum from September 15, 1984 until paid, payable in monthly installments of not less than \$ 3049.25 in any one payment; interest shall be paid monthly and

XXXXXXX  
\* is included in the minimum payments above required; the first payment to be made on the 15th day of October 19 84, and a like payment on the 15th day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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 holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

\* Strike words not applicable.

*Signature of Dean O. Miller and Naomi B. Miller*

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: December 15, 19 84.

In construing this mortgage and the said note, the word "survivor" shall include survivors, the term "mortgagor" shall include mortgagors; the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to more than one individual; furthermore, the word "mortgagees" shall be construed to mean the mortgagees named above, if all or both of them be living, and if not, then the survivor or survivors of them, because it is the intention of the parties hereto that the said note and this mortgage shall be held by the said mortgagees as joint tenants with the right of survivorship and not as tenants in common and that on the death of one, the moneys then unpaid on said note as well as all rights and interests herein given to the mortgagees shall vest forthwith in the survivor of them.

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 mortgagees, and their successors in interest, that he is fully seized in fee simple of said premises and has a valid, unencumbered title thereto except a prior mortgage to Western Bank

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) 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(s) 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 hereafter be erected on the premises insured in favor of the mortgagees against loss or damage by fire, with extended coverage, in the sum of \$ full insurable value

in a company or companies acceptable to the mortgagees and will have all policies of insurance on said property made payable to the mortgagees as their interest may appear and will deliver all policies of insurance on said premises to the mortgagees as soon as insured; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagor shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note(s); if being agreed that if the mortgagor shall fail to make any payment or 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 mortgagees shall have the option to declare the whole amount unpaid on said note(s) 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 premium as above provided for, the mortgagees may at their 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(s), without waiver, however, of any right arising to the mortgagees for breach of covenant; and this mortgage may be foreclosed at any time while the mortgagor neglects to repay any sums so paid by the mortgagees.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagees 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 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, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

In case suit or action is commenced to foreclose this mortgage, the court upon motion of the mortgagees, may appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure and apply the same to the payment of the amount due under the mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successor in interest and assign of said mortgagor and of said mortgagees respectively.

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 mortgagees 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.

BE IT REMEMBERED, That on this 15 day of Sept - August, 1984, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named E.J. CLOUGH, III,

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 for the purposes therein contained.

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

(SEAL)

William L. Sisemore  
Notary Public for Oregon

My commission expires Oct 8, 1986

## MORTGAGE

(Survivorship)

(FORM No. 691)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORR.

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 25th day of September, 1984, at 2:51 o'clock P.M., and recorded in book M84 on page 16635 or as file/reel number 41599, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
By Ann Smith, Deputy.

Klamath Falls, Oregon 97603

Fee: \$8.00  
Index: \$1.00

William L. Sisemore  
540 Main St.