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THIS MORTGAGE Made this day of October 19, 1985
by PATRICIA KENWORTHY

to ARTHUR H. PATTERSON and NILELETTA PATTERSON, husband and wife
Mortgagor, Mortgagee

WITNESSETH, That said mortgagor, in consideration of One Thousand Four Hundred Fifty-Five and 88/100 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 626, Block 128, MILLS ADDITION TO THE CITY OF KLAMATH FALLS,

This mortgage shall affect Vendee rights in and constitute an assignment for security purposes of that unrecorded contract as disclosed by that Memorandum of Contract dated August 31, 1984, recorded in Book M-84, Page 15174 where EDITH M. SELLARS is Vendor and PATRICIA KENWORTHY and ERIC AKERS are Vendee. Mortgagor, herein represents to own the entire vendee interest in said contract.

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 a promissory note, of which the following is a substantial copy:

\$1,455.88 Klamath Falls, Oregon October 19, 1985
I, ARTHUR H. PATTERSON and NILELETTA PATTERSON jointly and severally, promise to pay to the order of
ARTHUR H. PATTERSON and NILELETTA PATTERSON
One Thousand Four Hundred Fifty-Five and 88/100 at Klamath Falls, Oregon
with interest thereon at the rate of 15% percent per annum from October 25, 1985 DOLLARS,
weekly installments of not less than \$100.00 until paid, payable in
Klamath Falls, Oregon in any one payment; interest shall be paid weekly and
is included in the minimum payments above required; the first payment to be made on the day of October 1985, and a like payment on the day of each week 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.
PATRICIA KENWORTHY

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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may, procure the same at mortgagor's expense; 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. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

services made at their offices or by their agents as well as to obtain copies of the mortgage
The mortgagee warrants that the proceeds of the loan are used by the above described note, and this mortgage are
(a) primarily for mortgagee's personal, family, household or agricultural purposes (see Important Notice below), or
(b) for an organization or (even if mortgagee is a natural person), are for business or commercial purposes other than
agricultural purposes.
Now, therefore, if said mortgagee 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 a pro-
ceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee 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 fore-
closed at any time thereafter. And if the mortgagee shall fail to pay any taxes or charges or any lien, encumbrance 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 mortgagee 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 mortgagee agrees to pay all reasonable costs incurred by the mort-
gagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge
therein mortgagee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees
on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.
Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators
and assigns of said mortgagee 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,
after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.
In construing this mortgage, it is understood that the mortgagee 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.

Pat Kenworthy

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, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this mortgage is made in connection with the purchase of a dwelling, use Oregon-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Oregon-Ness Form No. 1305, or equivalent, intended to secure the payment of
the executor's, administrator's and assignor's interest

TO HAVE AND TO HOLD the said business with the abovesaid and the said mortgagee for
or at any time during the term of this mortgage
brother, sister, son, daughter, wife, husband, heirs, assigns, executors, administrators and assigns of the said mortgagee
STATE OF OREGON, and which may hereafter be changed or altered and the same person and
located with all and subject to the same, hereinafter and abovesaid person's person
County of Klamath

BE IT REMEMBERED, That on this day of October, 19 85,
before me, the undersigned, a notary public in and for said county and state, personally appeared the within
named PATRICIA KENWORTHY

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that she executed the same freely and voluntarily.

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

John Kenworthy
Notary Public for Oregon
My Commission expires 7/6/89

MORTGAGE

PATRICIA KENWORTHY

ARTHUR H. PATTERSON &
NILELETTA PATTERSON

AFTER RECORDING RETURN TO

Patterson Construction Co.
1650 Duane St.
Eugene, OR 97401

STATE OF OREGON
County of Klamath

I certify that the within instru-
ment was received for record on the
1st day of November, 19 85,
at 11:11 o'clock A.M. and recorded
in SPACE RESERVED to book M85 on page 17775 or as
file/reel number 54998
Record of Mortgages of said County.
Witness my hand and seal of
County affixed.
Evelyn Biehn, County Clerk

Fee: \$9.00

John Kenworthy
Notary Public for Oregon