

Klamath Falls, OR 97603

LSE: 30.00

Vol. 1280 Page. 8208

61831

BOX 2013

THIS MORTGAGE

Made this

13th

day of

May

1986

by

ALAN M. GROBMAN and MARSHA L. GROBMAN, husband and wife

Mortgagor, to DALE O. WOODS and KAREN A. WOODS, husband and wife

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TWENTY THOUSAND AND NO/100

(\$20,000.00) 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 13 in Block 1, TRACT 1182, GREEN KNOLL ESTATES, 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 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 promissory note, of which the following is a substantial copy:

\$ 16,000.00	Klamath Falls, OR	May 13	1986
I (or if more than one maker) we, jointly and severally, promise to pay to the order of			
DALE O. WOODS and KAREN A. WOODS, husband and wife			
and upon the death of any of them, then to the order of the survivor of them, at MOUNTAIN TITLE, 407 Main, Klamath Falls,			
SIXTEEN THOUSAND AND NO/100 DOLLARS.			
with interest thereon at the rate of 9.0 percent per annum from May 13, 1986 until paid, payable in			
yearly installments, at the dates and in the amounts as follows: Beginning May 13, 1987 a payment in			
the amount of interest at 9% plus \$500.00 to principal, and continuing on the 13th			
day of each May thereafter, until May 13, 1996, when the entire unpaid principal			
balance, plus interest, shall be due and payable in full. In the event purchaser			
builds home prior to payoff, seller will be paid in full.			
balloon payments, if any, will not be refinanced; interest to be paid annually and included in the payments above re-			
quired; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not			
so paid, all principal and interest shall 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 the reasonable attorney's fees and collection costs of the holder			
hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2)			
if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's re-			
asonable attorney's fees in the appellate court.			
It is the intention of the parties hereto that the said payee do not take the title hereto as tenants in common but with the right			
of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and in-			
terest shall vest absolutely in the survivor of them.			
* Such words not applicable.			
THIS NOTE SECURED BY MORTGAGE OF			
EVEN DATE.			
Alan M. Grobman			
Marsha L. Grobman			
Mortgagor			

FORM No. 992—INSTALLMENT NOTE—Continuation.

Stevens-Nees Law Pub. Co., Portland, Ore.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be- comes due, to-wit: May 13 1986. IN THE EVENT PURCHASER BUILDS HOME PRIOR TO PAYOFF, SELLER WILL BE PAID IN FULL.

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 pay- able 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 mort- gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort- gagee 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 satis- factory 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.

MAY 13 PM 2 51

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.

Now, therefore, if 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 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 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 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 mortgagor agrees to pay all reasonable costs incurred by the mortgagee 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 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 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, 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 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.

X Alan M. Grobman
 Alan M. Grobman

X Marsha L. Grobman
 Marsha L. Grobman

*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 instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

STATE OF OREGON,

County of Klamath } SS.

Personally appeared the above named Alan M. Grobman and

Marsha L. Grobman and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Maynard Conrad
 Notary Public for Oregon

My commission expires: 11-20-89

MORTGAGE

(FORM No. 105A)

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

TO

SPACE RESERVED
 FOR
 RECORDER'S USE

AFTER RECORDING RETURN TO

MOUNTAIN TITLE CO.
 P.O. BOX 5017
 KLAMATH FALLS, OR 97601

Fee: \$9.00

STATE OF OREGON, }
 County of Klamath } SS.

I certify that the within instrument was received for record on the 13th day of May, 1986, at 2:51 o'clock P.M., and recorded in book/reel/volume No. M86 on page 8208 or as document/fee/file/instrument/microfilm No. 61331, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Ann Smith Deputy