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K-38655

Vol. MS Page 14476

THIS MORTGAGE, made this 13th day of August
 FINANCIAL CORP., a California corporation, hereinafter called
 "Mortgagor", to GEORGE O. CHURCH and COLLEEN E. CHURCH, husband and
 wife, hereinafter called "Mortgagee";

W I T N E S S E T H:

That Mortgagor, for valuable consideration, receipt of which is
 hereby acknowledged, does hereby grant, bargain, sell, convey,
 mortgage and confirm unto Mortgagee, their heirs, executors,
 administrators, successors and assigns, the property situate in the
 County of Klamath, State of Oregon, and more particularly described in
 Exhibit "A", attached hereto.

TOGETHER WITH:

1. The tenements, hereditaments, and appurtenances now or
 hereafter used or usable in connection with the above described
 real property;
2. All leases, permits, licenses, privileges, rights-of-way, and
 easements, written or otherwise, now held by Mortgagor, or
 hereafter issued, extended or renewed;
3. All improvements now on or hereafter placed upon said real
 property during the term of this mortgage, including all
 fixtures, now or hereafter a part of, or used in connection with
 said improvements.

THIS MORTGAGE IS GIVEN TO SECURE THE FOLLOWING:

1. Performance by Mortgagor of the covenants and agreements of
 Mortgagor contained in this mortgage instrument;
2. The payment of that certain promissory note of even date in
 the principal sum of \$41,916.60, with interest as provided in said
 note, payable to the order of Mortgagee; and,
3. Payment of any sum or sums advanced, incurred, or paid by
 Mortgagee, to, for, or on account of Mortgagor as provided in
 this mortgage instrument.

TO HAVE AND TO HOLD the said mortgaged property to the said Mortgagee,
 Mortgagee's heirs, executors, administrators, successors and assigns
 until the obligations secured by this mortgage instrument have been
 fully discharged.

MORTGAGOR COVENANTS AND AGREES:

1. Warranty of Title: That Mortgagor is lawfully seized of the
 above described real property in fee simple, has good right and lawful
 authority to mortgage the same, and that said real property is free
 from all encumbrances, except as above set forth, and that Mortgagor
 will warrant and defend the same forever against the lawful claims and
 demands of all persons whomsoever, and this covenant shall not be
 extinguished by any foreclosure of this mortgage instrument, but shall
 run with the land.

2. Prompt Performance and Payment: To perform all obligations
 and pay all sums of money (both principal and interest at the rates
 specified in the note or in this mortgage instrument) secured hereby
 promptly when due.

3. Protection of Security: To keep the mortgaged property free
 of any liens of every kind which are superior to the lien of this

MORTGAGE -1-

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1 mortgage instrument as though fully set forth at the place in this
2 mortgage instrument at which reference to said exhibit is made.
3 WITNESS the hands and seals of the parties hereto the day and year

4
5 THE FIRST AMERICAN FINANCIAL CORPORATION
6 By [Signature]

7 By Marion Dennon

8 George O. Church
9 GEORGE O. CHURCH, Mortgagee

10 Colleen E. Church
11 COLLEEN E. CHURCH, Mortgagee

12 STATE OF OREGON)
13 County of Klamath) ss.

14 On this ___ day of ___, 1986, personally appeared before me
15 did say that they are the ___, who being first duly sworn,
16 respectively, of First American Financial Corp., and they acknowledged
17 that the foregoing instrument is the voluntary act and deed of said
18 corporation.
19 (SEAL)

20 Notary Public for Oregon
21 My Commission expires: _____

22 STATE OF OREGON)
23 County of Klamath) ss.

24 On this 15th day of August, 1986, personally appeared before me
25 GEORGE O. CHURCH and COLLEEN E. CHURCH, husband and wife, and
26 acknowledged the foregoing instrument to be their voluntary act and
27 deed.
28 (SEAL) -

29 [Signature]
30 Notary Public for Oregon
31 My Commission expires: 8/27/87

ZAMSKY & BELCHER
ATTORNEYS AT LAW
SUITE 204 - 801 MAIN STREET
KLAMATH FALLS, OREGON 97601
(503) 883-7781

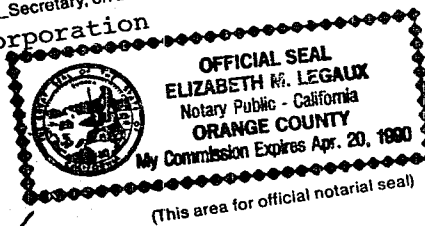
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EXHIBIT "A" to MORTGAGE

The following described real property situate in the County of Klamath, State of Oregon:

Lot 2, EXCEPT the Easterly 809 feet thereof, and all of Lots 3, 4 and 5 of Riverside Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

STATE OF CALIFORNIA
COUNTY OF Orange
On August 13, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared J.H. Derloshon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Assistant Vice President and Secretary, on behalf of The First American Financial Corporation the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.
Signature Elizabeth M. Legaux



Return to:

Klamath County Title Company
Collection Escrow #

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of August A.D., 19 86 at 11:48 o'clock AM., and duly recorded in Vol. 14476 on Page 14476.
By Evelyn Biehn, County Clerk

FEE \$25.00

NOTARIES AT LAW
ATTORNEYS AT LAW
SUITE 100, 801 MARSH STREET
KLAMATH FALLS, OREGON 97601
KLAMATH COUNTY

instrument on any of the real property above described in this mortgage instrument and this mortgage instrument shall be security for the payment thereof.

9. Attorney Fees to Prevailing Party: In the event any suit or action is instituted to collect the indebtedness or disbursements secured hereby, or any part thereof, or to enforce any provision of this mortgage instrument by foreclosure, or otherwise, the prevailing party, at trial or on appeal, shall be entitled to such reasonable attorney fees as shall be fixed by the court having jurisdiction of the case, in addition to statutory costs and disbursements.

10. Waiver: No waiver by Mortgagee of any breach of any covenant or agreement of this mortgage instrument by Mortgagor shall be construed as a continuing waiver of any subsequent breach of such covenant, nor as a waiver of any breach of any other covenant, nor as a waiver of the covenant itself, nor as a waiver of this provision.

11. Binding Effect of Mortgage Instrument: This mortgage instrument contains a full understanding of the Mortgagor and the Mortgagee with respect to the provisions set forth herein and no modification of this mortgage instrument shall be given effect unless the same is in writing, subscribed by the Mortgagor and the Mortgagee (or Mortgagee's respective successor in interest) and made of record in the same manner as this mortgage instrument is made of record.

12. Notices: Any notice or notices required to be given by either Mortgagor to Mortgagee or Mortgagee to Mortgagor pursuant to any provision of this mortgage instrument shall be in writing, and shall be deemed given when the same is deposited in the United States mail as registered mail, postage prepaid, addressed to the party to whom notice is to be given at the last address of such party known by the party giving such notice. In lieu of mailing such notice, such notice may be delivered in person to the party to whom notice is to be given and execution by the person to whom notice is to be given of a receipt of such notice shall be conclusive of delivery of such notice.

13. Binding Effect and Construction of Mortgage Instrument: This mortgage instrument shall bind and inure to the benefit of, as the circumstances may require, the parties hereto, and their respective heirs, executors, administrators, successors, and assigns. In continuing this mortgage instrument, the singular shall include both the singular and the plural and the masculine the masculine, the feminine, and the neuter. This headings contained in this mortgage instrument are for convenience only and are not to be construed as part of this mortgage instrument. To the extent that an exhibit is attached to this mortgage instrument, the same is hereby incorporated into this

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