

mtc-1732-P

68080  
THIS MORTGAGE, Made this 10th day of November, 1986, by  
Vol. 188 Page 20519

MARTIN I. MONTI & JANET L. MONTI, husband and wife  
Mortgagor, to THOMAS W. MCGOWAN and BARBARA L. MCGOWAN, husband and wife

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:

The East one-half of Lot 1, Block 6, FAIRVIEW ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(OBSERVE 2EVI)

W. McGOWAN & BARBARA L. MCGOWAN  
Mortgagee for Oregon

per 1015

and acknowledged the foregoing instrument to be

personally executed by the above named

MARTIN I. MONTI & JANET L. MONTI

CONJUNCTION OF

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:

\$ 20,000.00 Klamath Falls, OR November 10, 1986  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of THOMAS W. MCGOWAN and BARBARA L. MCGOWAN, 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, TWENTY THOUSAND AND NO/100 DOLLARS with interest thereon at the rate of 10.0 percent per annum from November 12, 1986 until paid, payable in monthly installments, at the dates and in the amounts as follows: Beginning December 12, 1986, monthly payments in the amount of interest only, and continuing on the 12th day of each month thereafter, until November 12, 1988, when the note and mortgage will be renegotiated by the parties herein.

balloon payments, if any, will not be refinanced; interest to be paid monthly and "prepayment to required; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not 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) sonable attorney's fees in the appellate court. It is the intention of the parties hereto that the said payees 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 interest shall vest absolutely in the survivor of them.

\* Strike words not applicable.

THIS NOTE SECURED BY  
MORTGAGE OF EVEN DATE

FORM No. 672—INSTALLMENT NOTE—Survivorship

JANET L. Monti

SM Stevens-Ness 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 becomes due; to-wit: upon terms of note, 11/10/88. And said mortgagee 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 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, 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.

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The mortgagee 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 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.

*Martin I. Monti*  
Martin I. Monti

*Janet L. Monti*  
Janet L. Monti

\*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, to indicate the nature of the debt.

TO HAVE AND TO HOLD the said premises with the advantages and the said mortgagee the or of and the said premises the said mortgagee  
STATE OF OREGON, and } ss. 11/10 1986  
County of Klamath }

Personally appeared the above named Martin I. Monti & Janet L. Monti

and acknowledged the foregoing instrument to be their voluntary act and deed

(OFFICIAL SEAL)

Before me:  
*Samela Spence*  
Notary Public for Oregon  
My commission expires: 8/16/88

CONTRACT OF MORTGAGE  
(FORM No. 105A)  
Martin I. Monti &  
Janet L. Monti  
Thomas W. McGowan &  
Barbara L. McGowan

STATE OF OREGON,  
County of Klamath } ss.  
I certify that the within instru-  
ment was received for record on the  
12th day of November, 1986,  
at 2:53 o'clock P.M., and recorded  
in book/reel/volume No. M86 on  
page 20519 or as document/fee/tile/  
instrument/microfilm No. 68080  
Record of Mortgages of said County.  
Witness my hand and seal of  
County affixed.  
Evelyn Biehn, County Clerk  
By *Samela Spence* Deputy

Mountain Title Company  
22020

Fee: \$9.00

Fee: \$9.00  
By *Samela Spence* Deputy