

M0080502

M0080454

April

1969

THIS MORTGAGE, Made this day of April, 1969, by ERNEST I. PORTER and MARLENE J. PORTER, husband and wife, hereinafter called Mortgagor (whether singular or plural), to ESTON A. PORTER and ALBERTA J. PORTER, husband and wife, hereinafter called Mortgagee (whether singular or plural),

WITNESSETH, That said mortgagor, in consideration of Fifty-Five Thousand and no/100 Dollars, to them paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, their heirs, executors, administrators and assigns, that certain real property situated in Lake County, State of Oregon, bounded and described as follows, to-wit:

S 1/2 NE 1/4, SE 1/4, S 1/2 SW 1/4, Sec. 11, Twp. 28 S, Range 14 E.W.M.  
SE 1/4, SE 1/4 SW 1/4, Sec. 33, Twp. 27 S, Range 14 E.W.M.  
SW 1/4 SW 1/4, Sec. 6, Twp. 27 S, Range 11 E.W.M.  
S 1/2 SE 1/4, Sec. 2, Twp. 27 S, Range 10 E.W.M.

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, their heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a certain promissory note, described as follows: Note from Mortgagor to Mortgagee dated March 1, 1969, in the amount of \$55,000.00, payable in annual installments of \$2,779.15, including interest at 4% per annum.

And said mortgagor covenants to and with the mortgagee, their heirs, executors, administrators and assigns, that they lawfully seized in fee simple of said premises and a valid, unencumbered title thereto except mortgage to Federal Land Bank, recorded in Mortgage Book 59, Page 620,

and will warrant and forever defend the same against all persons; that we will pay said note, principal and interest according to the terms thereof; that while any part of said note remains unpaid we 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 we 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 we will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$ in such company or companies as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as their interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that we 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 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 proceedings 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 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 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. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note shall be included in the lien of this mortgage. 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

IN WITNESS WHEREOF, said mortgagor has hereunto set their hand and seal the day and year first above written.

Ernest I. Porter (SEAL)  
Marlene J. Porter (SEAL)

STATE OF OREGON, ss. On this 4th day of April, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ERNEST I. PORTER and MARLENE J. PORTER,

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they 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.

Carol N. Vaughten  
Notary Public for Oregon  
My Commission expires October 24, 1972

MORTGAGE  
(FORM No. 75A)

ERNEST I. PORTER and  
MARLENE J. PORTER,  
TO  
ESTON A. PORTER and  
ALBERTA J. PORTER,  
STATE OF OREGON, ss.  
County of Lake

I certify that the within instrument was received for record on the day of May, 1969, at 11:29 o'clock A.M., and recorded in book 89 on page 521. Record of Mortgages of said County.

Witness my hand and seal of County affixed.  
Nashen O'Connell  
County Clerk-Recorder.

By Deputy.  
After recording return to:  
Ernest I. Porter  
c/o Western Ore. Conf. Assn. of SDA  
13400 SE 97th Avenue  
Clackamas, OR 97015

89 MAY 25 AM 11 20

9058

Return: Herald M. Follett  
P.O. Box 3092  
Portland, Or. 97208

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Herald M. Follett the 25th day  
of May A.D., 19 89 at 11:20 o'clock AM., and duly recorded in Vol. M89  
of Mortgages on Page 9057.

FEE \$13.00

Evelyn Biehn, County Clerk  
By Pauline Millers

KAREN O'CONNOR  
LAKE COUNTY CLERK

FILED  
89 MAY 5 AM 11 29

