

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; 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 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 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 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 mortgagees 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 and seal the day and year first above written.

Richard L. Burg
RICHARD LEE BURG

Anna L. Burg
ANNA L. BURG

MORTGAGE

(FORM 15-1-1964)

RICHARD LEE BURG and

ANNA L. BURG

TO

WILFRED L. EMMICH

STATE OF OREGON,

County of KIAMATH

I certify that the within instrument was received for record on the 29th day of January 1969, at 3:10 o'clock P. M., and recorded in book M-69 on page 752, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Till

By *David J. ...*

Fee: \$3.00 Deputy

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

George K. Whitworth
31376 Broad Beach Road
Malibu, California 90265

STATE OF CALIFORNIA

County of Los Angeles

BEFORE ME, the undersigned authority, on this 11th day of May, 1965, personally appeared the within and for said county and state, personally appeared the within

ANNA L. BURG

and who executed the within instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 11th day of May, 1965.

Robert D. ...
Notary Public for the State of California

My Commission Expires Sept. 9, 1969