

without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

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7. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

8. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, extend the time of payment, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box.

In Witness Whereof, the Mortgagors... ha Y^e hereunto set their hand... and seal... the day and year first hereinabove written.

SMART & CLABAUGH, INC.

BY: *[Signature]* (SEAL)

BY: *[Signature]* (SEAL)

(SEAL)

(SEAL)

STATE OF OREGON CALIFORNIA

County of... Shasta

ss.

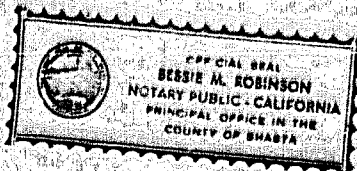
April 7,

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Personally appeared the above-named RICHARD K. SMART and WILLIAM R. CLABAUGH

and acknowledged the foregoing instrument to be THEIR voluntary act and deed. Before me:

(Notary Seal)



Bessie M. Robinson
Notary Public for Oregon, Calif.

My Commission Expires: October 16, 1971

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Bank Of Klamath Country

this 19th day of April, A.D. 1971 at 10:42 A.M. and

duly recorded in Vol. 171, of Mega on Page 3341

Fee \$4.50

W.D. MILNE, County Clerk

By *[Signature]*

STATE OF OREGON; Co
Filed for record at request of
this 19th day of April
Vol. 171 of Mega
Fee \$3.00

WARRANTY