

(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.

or not any proper grounds for the demand existed.
(e) The right in connection with any legal proceedings to have a receiver appointed to take possession of any or all of the

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Property, with the power to protect and preserve the Property and to operate the Property preceding foreclosure or sale and apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. The Bank's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount.

(f) Any other right or remedy provided in this mortgage or the promissory note evidencing the Indebtedness.

15.2 In exercising its rights and remedies, the Bank shall be free to sell all or any part of the Property together or separately or to sell certain portions of the Property and refrain from selling other portions. The Bank shall be entitled to bid at any public sale on all or any portion of the Property.

15.3 The Bank shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the property is to be made. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

15.4 A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by the Bank to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Mortgagor under this mortgage after failure of Mortgagor to perform shall not affect the Bank's right

to declare a default and exercise its remedies under this paragraph 15.

15.5 In the event suit or action is instituted to enforce any of the terms of this mortgage, the Bank shall be entitled to recover from Mortgagor such sum as the court may adjudge reasonable as Attorneys' fees at trial and on any appeal. All reasonable expenses incurred by the Bank that are necessary at any time in the Bank's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, whether or not any court action is involved, shall become a part of the Indebtedness payable on demand and shall bear interest at the rate of ten percent per annum from the date of expenditure until repaid.

16. Notice.

Any notice under this mortgage shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this mortgage. Either party may change the address for notices by written notice to the other party.

17. Succession; Terms.

17.1 Subject to the limitations stated in this mortgage on transfer of Mortgagor's interest, this mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

17.2 In construing this mortgage the term mortgage shall encompass the term security agreement when the instrument is being construed with respect to any personal property.

Kenneth K. Magee
Kenneth K. Magee
JoAnne Magee
JoAnne Magee

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON, County of Klamath) ss.

August 11, 19 71

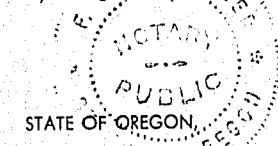
Personally appeared the above-named _____

Kenneth K. Magee and JoAnne Magee

and acknowledged the foregoing instrument to be their voluntary act.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: April 12, 1975



CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of _____) ss.

_____, 19 _____

Personally appeared _____, and _____, who, being sworn, stated

that he, the said _____, is a _____, and he, the said _____, is a _____

is a _____ of Grantor corporation and that the seal affixed hereto is its seal and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors.

Before me:

Notary Public for Oregon
My commission expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OREGON) ss.

County of _____

THIS CERTIFIES that on this _____ day of _____, 19 _____, personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named _____

known to me to be the person _____ named in and who executed the foregoing instrument and who _____ known to me to be _____ member _____ of the partnership of _____ and _____

acknowledged to me that _____ he _____ executed said instrument freely and voluntarily for the purposes and use therein mentioned, on behalf of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

My commission expires _____

Notary Public in and for said County and State.

for the attention of:
Real Estate Department
F. Jean Elzner
740 Main Street
Klamath Falls
OREGON
BRANCH