58432

This Indenture

, c.A	after called "Mortgagor", and	PANK OF ELAMATH COUNTRY
	hereinafter called "Mortgagee";	
· ·	WITNESSETH:	
	For value received by the Mordoes hereby grant, bargain, sell and	rtgagor from the Mortgagee, the Mortgagor has bargained and sold convey unto the Mortgagee, all the following described property situat

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining; also all such apparatus, equipment and fixtures now or hereafter situate on said premises, as are ever furnished by landlords in letting unfurnished buildings similar to the one situated on the real property hereinabove described, including, but not exclusively, all fixtures and personal property used or intended for use for plumbing, the state of the control of the contro lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors, and shelving, counters, and other store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property or any part thereof.

On Haur and On Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he is the absolute owner of the said personal property, that the said real and personal property is free from encumbrances of every kind and nature, and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

N. 1272 UB 1.47 INDIVIDUAL -- RESIDENTIAL OR BUSINESS (TAXES, INSURANCE, ETC., INCLUDED)

633-WARRANTY DEED 正定 교

MON 185 A :: DM 1071

KNOW ALL MEN BY THES MADELYN F. CHRISTER

59433

FORM No. 136-MECHANIC'S LIEN

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that certain improvemen situated upon certain lan

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City of Said labor was lu to the original contracto described land and said mentioned, the said own the date hereof LEO.

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Mr. and Mrs

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This conveyance is intended as a	mortgage to secure performance of the covenants and agreements herein con-
ained, to be by the Mortgagor kept	and performed, and to secure the payment of the sum of \$ 32,000.00
and interest thereon in accordance w	ith the tenor of a certain promissory note executed by
dated November 15	19.71, payable to the order of the Mortgagee in installments not less
660 00 and	including interest, on the 20th day of each
conth	commencing December 20 , 19 72
November 20	19 76 when the balance then remaining unpaid shall be paid.

The Mongagor does hereby covenant and agree to and with the Mongagee, its successors and assigns:

- 1. That he will pay, when due, the indebtedness hereby secured, with interest, and all liens and utility charges upon said premises or for services furnished thereto. In addition thereto, he will pay, at the time of payment of each installment of principal and interest, such amount as the Mortgagee shall estimate to be sufficient to produce, at least one month prior to the time when payment thereof shall become due, the amount of (a) taxes, assessments and other governmental rates and charges against said premises and (b) premiums upon insurance against loss or damage to said premises. If the sums so paid shall not suffice to produce the amount required for said purposes at least one month before payment thereof becomes due, he will also pay, upon demand, such amount as may be required therefor. The Mortgagee shall, upon the written direction of the Mortgagor, and may, without such direction, apply said funds to the purposes aforesaid, but the receipt of such funds shall not, in the absence of such direction, impose any duty upon the Mortgagee to disburse the same or relieve the Mortgagor from his covenants to pay the said obligations or to keep the premises insured.
- 2. That he will not commit or permit strip or waste of the said premises or any part thereof; that he will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that he will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that if any of the said property be damaged or destroyed by any cause, he will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.
- 3. That he will, at his own cost and expense, keep the building or buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof, insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required, shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the expiration of any policy or policies he will deliver to the Mortgagee satisfactory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provision by which the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagee may require, provide the Moitgagee with all such evidence as it may request concerning the performance of such condition or the existence of any facts or the value of the property insured and, if it shall appear to the Mortgagee that the insurance is prejudiced by the acts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagor will do such acts and things and obtain such further insurance as the Mortgagee may require; that the Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.
- 4. That he will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagee.
- 5. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagee may, at its option, but without any obligation on its part so to do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 8% per annum and shall be secured hereby.
- 6. That, if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

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MON 165 A :: DM 1071

FORM No. 633-WARRANTY DEED.

KNOW ALL MEN BY THES MADELYN I. CHRISTE

59433

FORM No. 126 MECHANIC'S LIEN-

KNOW ALL MEI formed labor at the speci who at all times while

that certain improvement situated upon certain lan

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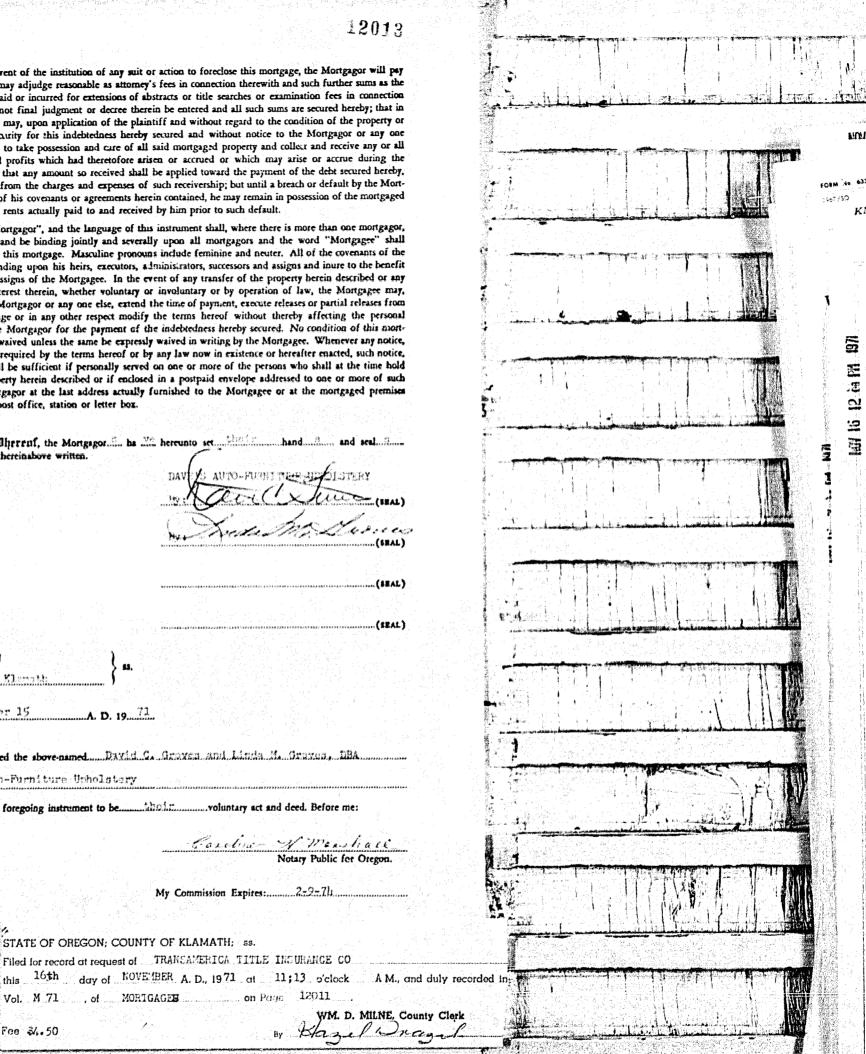
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7. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have 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 fiability 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 Mortgagoe or at the mortgaged premises and deposited in any post office, station or letter box.

In Mituenn Mherens, the Mongagor b sy and year first hereinabove written.		
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County of Klamath A. D. 19.		
November 15 A. D. 19.		da M. Grayan, DBA
November 15 A. D. 19.	71 d.C. Graxes and Lin	
November 15 A. D. 19. Personally appeared the above-named. Day's Daye's Auto-Furniture Unholster	_71 d.C. Graves and Lin	
November 15 A. D. 19. Personally appeared the above-named. Day's Daye's Auto-Furniture Unholster	71. d Ga. Groven and Lin y	act and deed. Before me:
November 15 A. D. 19. Personally appeared the above-named	71. d Ga. Groven and Lin y	
November 15 A. D. 19 Personally appeared the above-named	71 d Ga Graven and Lin y their voluntary	act and deed. Before me:
November 15 A. D. 19. Personally appeared the above-named	71 d Ga Graven and Lin y their voluntary	nct and deed. Before me:

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