

A-22891

74690

MORTGAGE Vol. 773 Page 3588

THIS INDENTURE of mortgage made this 23rd day of March, 1973, by and between
DONNEAL HYDE and ESTHER EILEEN HYDE

hereinafter called the mortgagor, (whether one or more) and DOUGLAS NATIONAL BANK, Roseburg, Oregon, hereinafter called the mortgagee,

WITNESSETH:

That the mortgagor, in consideration of the sum of Five Thousand Five Hundred and No/100 ----- (\$5,500.00) dollars received from the mortgagee, does hereby grant, bargain, sell and convey to said mortgagee, its successors and assigns forever, all of that certain property situated in the County of Klamath, State of Oregon, and described as follows, to-wit:

A parcel of land situate in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty (20), Township Twenty-eight (28) South, Range Eight (8) East of the Willamette Meridian, more particularly described as follows: Beginning at the quarter section corner common to Sections 19 and 20, Township 28 South, Range 8 East of the Willamette Meridian, thence North 89 degrees 46' East, along the north line of the Northwest Quarter of the Southwest Quarter of said Section 20, a distance of 316 feet to the true point of beginning of this description, said point being located on the southeasterly line of the right of way of U. S. Highway 97; thence from said true point of beginning North 89 degrees 46' East, continuing along the north line of the Northwest Quarter of the Southwest Quarter of said Section 20, a distance of 223 feet; thence South 16 degrees 53' West 300 feet; thence South 89 degrees 46' West 223 feet to a point on the southeasterly line of said Highway 97; thence North 16 degrees 53' East along said southeasterly right of way line a distance of 300 feet to the true point of beginning and containing 1.48 acres more or less.

together with all and singular the privileges, tenements, hereditaments and appurtenances now or hereafter thereunto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD, said property unto said mortgagee, its successors and assigns, forever.

And said mortgagor does hereby covenant to and with said mortgagee, its successors and assigns, that said mortgagor is lawfully seized in fee simple of the property above described; that said property is free and clear of all liens and encumbrances of every nature and kind whatsoever, and that said mortgagor will forever warrant and defend the same unto the said mortgagee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

The condition of this conveyance is such that whereas said mortgagee has actually loaned and advanced to said mortgagor, and said mortgagor has received the just and full sum of Five Thousand Five Hundred and No/100 ----- (\$5,500.00) dollars, to be repaid according to the terms of one principal note of even date executed by the mortgagor for Five Thousand Five Hundred and No/100 ----- (\$5,500.00) dollars, and repayable in ----- installments of not less than \$ ----- in any one payment starting the ----- day of -----, 19 -----, the unpaid balance of principal and interest, if any then remains unpaid, to be due and payable ----- years from date, and payable to the order of DOUGLAS NATIONAL BANK,

Roseburg, Oregon, and bearing interest as in said note provided, and further providing for the payment of such sum as the court shall adjudge reasonable as attorneys' fees in case of suit or action thereon, and said mortgagee may, at its sole option, make further advances to the mortgagor not exceeding (original loan and future advances) at any one time the aggregate principal sum of Five Thousand Five Hundred and No/100 ----- (\$5,500.00) dollars and interest, said aggregate principal sum to be a revolving credit during the life of this mortgage, and the payment of any portion, or the whole thereof, in no way affecting the right of the mortgagee, at its option, to make further advances hereunder within said aggregate principal sum, to be secured by the lien of this mortgage.

NOW, THEREFORE, if the said mortgagor or mortgagor's heirs, successors or assigns, shall pay to said mortgagee, its successors or assigns, said sum of Five Thousand Five Hundred and No/100 ----- (\$5,500.00) dollars, with interest thereon, according to the tenor and effect of said note, and of any renewal or renewals thereof or of any

MAR 23 4 07 PM 1973

part thereof, and shall repay any and all future advances made to the mortgagor by the mortgagee, as above provided, in accordance with the terms of the note or notes evidencing such future advances, and of any renewal or renewals thereof, or of any part thereof, and shall keep and perform all and singular the covenants and agreements herein contained, and said mortgagor to keep and perform, then these presents shall cease and be void, but otherwise shall remain in full force and effect.

And said mortgagor hereby covenants and agrees with said mortgagee, its successors and assigns, as follows:

FIRST: that said mortgagor will pay said note and any and all notes evidencing future advances and any and all renewals thereof, if any, together with all interest accrued thereon, promptly as the same become due.

SECOND: that so long as said note, or any other indebtedness secured hereby shall remain unpaid, in whole or in part, said mortgagor will pay all taxes, assessments and other charges that may be levied or assessed upon or against said property, this mortgage, and the debt secured hereby, before they become delinquent and promptly deliver receipts therefor to the mortgagee, and will comply with and be bound by all rules and regulations of any governmental authority affecting said property and of any governmental agency having an interest in the loan secured hereby.

THIRD: that said mortgagor will keep all the buildings now or hereafter erected on said premises and the grounds and shrubbery, if any, surrounding said buildings, in good order, repair and condition and will not do or permit waste of the property hereby mortgaged; and to the extent that said mortgaged property shall constitute a farm or orchard, the mortgagor will operate such farm or orchard in such manner as to prevent the same and the improvements thereon, including fences, from deteriorating during the life of this mortgage, reasonable and proper use, wear and tear excepted; and to the extent that said premises are under cultivation, will cultivate or otherwise operate the same in accordance with good husbandry; and said mortgagor will not make any structural changes in the buildings on said mortgaged property or remove any part thereof without the prior written consent of the mortgagee. Upon any failure of the mortgagor to maintain said improvements or otherwise perform the mortgagor's obligations, as set forth in this paragraph, the mortgagee may, at its option, cause reasonable maintenance work to be performed at the cost of the mortgagor, and any amounts so paid by the mortgagor, with interest thereon at the rate set forth in the note secured hereby, shall, if not repaid by the mortgagor upon demand, thereupon become a part of the indebtedness secured by this instrument; or, if the mortgagee shall so elect, the entire debt secured by this mortgage shall at once become due and payable, and all notice of such election is hereby waived.

FOURTH: that so long as said note, or any other indebtedness secured hereby, shall remain unpaid, in whole or in part, said mortgagor will keep the buildings now erected, or any which may hereafter be erected on said premises, together with all personal property, if any, covered by the lien hereof, insured against loss or damage by fire and such other hazards and in such manner as the mortgagee may require, to the extent of not less at any time than the aggregate principal indebtedness secured hereby at that time, or the full insurable value of said property, whichever is the smaller amount, as to each such risk (provided, however, that if any of the policies of such insurance contain any conditions or provisions as to co-insurance, the property shall be kept insured for a sufficient amount also to comply with such co-insurance condition) in some company or companies acceptable to said mortgagee, or in such company or companies as said mortgagee may, at its election, specify, and for the benefit of said mortgagee, and will deliver the policies and renewals for all insurance on said property with suitable and satisfactory mortgage clauses endorsed thereon, to said mortgagee promptly after the issue thereof; and should the mortgagor fail to obtain such insurance or to deposit said policies as herein provided, or deposit renewals of said policies five (5) days before any such policies expire, said mortgagee may procure said insurance, or renewals, at the expense of said mortgagor and any amounts paid therefor by the mortgagee, with interest thereon at the rate set forth in the note secured hereby, shall, if not repaid by the mortgagor upon demand, thereupon become a part of the indebtedness secured by this instrument. In the event of loss, the mortgagor will give immediate notice by mail to the mortgagee, and the mortgagee may make proof of loss if not made promptly by the mortgagor and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee instead of to the mortgagor and the mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, further, that if the mortgagee shall so request, the mortgagor shall apply for, and if issued, continue in force, insurance on the life of the mortgagor, for the benefit of the mortgagee as its interest may appear, in an amount at least equal to the total amount of the unpaid balance of all advances made to the mortgagor by the mortgagee. In event of foreclosure of this mortgage, or other transfer of the title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

FIFTH: that said mortgagor will complete any and all buildings and improvements on said mortgaged premises now or hereafter in course of construction or repair, within five (5) months from the date erected and pay in full all costs and expenses incident thereto.

And it is further expressly understood and agreed as follows:

1. Should said mortgagor fail to pay any installment of principal or interest, as the same becomes due, the entire debt secured by this mortgage shall at once become due and payable, if the mortgagee so elects, and all notice of such election is hereby waived.

2. Should said mortgagor fail to pay any taxes or any installment of any assessment for local improvements heretofore or hereafter made, which is or may be payable in installments and which is or may become a lien on said premises, within fifteen (15) days after the same shall become due, the entire debt secured by this mortgage shall at once become due and payable, if the mortgagee so elects, and all notice of such election is hereby waived.

3. The mortgagor agrees that if the mortgagee shall so require, the mortgagor will, in lieu of making payment of taxes, assessments, and insurance premiums, including life insurance premiums, directly to the taxing authorities and insurance companies, pay to the mortgagee on each installment payment date such additional sum as shall in the aggregate provide the mortgagee with sufficient funds, as estimated by the mortgagee, to pay such taxes, assessments and insurance premiums when the same become due, and the mortgagee agrees to apply such funds for that purpose. In the event such additional funds shall be insufficient to meet such payments when they accrue, the mortgagor will, upon request of the mortgagee, immediately provide such further sum as may be necessary to meet the deficiency, and in the event that such additional money shall be in excess of the amount required, such excess shall be applied upon the next maturing payment of taxes, assessments and insurance premiums. Should the mortgagor fail to make payment of any taxes, assessments, insurance premiums, or other charges payable by the mortgagor, either by direct payment or by providing the mortgagee with funds with which to make such payment, said mortgagee may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured by this mortgage, without waiver of any rights arising from breach of any of the covenants hereof, and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the mortgagor, shall be bound to the same extent that they are bound for the payment of the obligations herein described, and all such payments shall be immediately due and payable without notice, and the non-payment thereof shall, at the option of the mortgagee, render all sums secured by this mortgage, immediately due and payable, and constitute a breach of this mortgage.

4. Should said mortgagor permit any lien for labor or materials to be filed against said premises, or any part thereof, and remain unpaid for more than fifteen (15) days, or should said mortgagor fail to complete any and all buildings and improvements, now or hereafter in course of construction or repair on said mortgaged premises, within five (5) months from the date hereof, and pay all costs and expenses incident thereto: (a) the mortgagee shall have the right, at its option, to pay and satisfy said lien or liens, and add the amount so paid to the mortgage debt to be secured by this mortgage; provided, however, that if the mortgagor shall notify the mortgagee that the mortgagor is contesting any such lien and shall indemnify the mortgagee with respect to such lien in such manner as the mortgagee may require, the mortgagee shall not pay such specified lien, and the mortgagor's failure to pay the same shall not constitute a breach of this mortgage; or (b) the mortgagee shall have the right, at its option, to complete the construction or repair of said buildings and improvements (the mortgagor hereby expressly appointing the mortgagee as agent for such purpose) and any sums of money so expended by the mortgagee for completing the construction or repair of said buildings and improvements and for the payment of any existing claims for labor or materials, or both, shall be included in and added to the mortgage debt, to be secured hereby; or (c) the mortgagee, at its option, may declare all sums secured by this mortgage immediately due and payable. It is expressly understood and agreed that all claims paid by the mortgagee under (a) or (b) shall be conclusive upon the mortgagor as to the validity and amount of such claims.

5. It is expressly understood and agreed that time and the exact performance of all the conditions hereof are of the essence of this contract.

6. Said mortgagor agrees to and will repay to said mortgagee all reasonable expenses paid or incurred by it in procuring satisfactory proof of mortgagor's title to said mortgaged property, or Mortgagee's Title Insurance Policy with respect thereto, or in procuring abstract of title and opinion of competent attorney thereon, or title reports whenever such abstracts and opinions or title reports shall become necessary to said mortgagee for the protection of its interests, or the enforcement of its rights, and any amounts so paid, if not repaid to said mortgagee upon demand, shall with interest thereon from time of payment at the rate set forth in the note secured hereby, be deemed a part of the indebtedness secured by this mortgage.

7. As an additional security and pledge for the payment of said indebtedness, and subject to the terms and provisions of this mortgage, said mortgagor hereby bargains, sells and assigns to said mortgagee all the rents, issues and profits of said property accruing after a default hereunder and if a default hereunder shall occur and continue for a period of thirty (30) days, and a bill of complaint shall be filed to foreclose this mortgage, the court shall, on motion or application of said mortgagee, either at the time of filing such bill of complaint or thereafter, and without regard to the condition of said property at such time, appoint a receiver to collect the rents, issues and profits of said property during the pendency of such foreclosure and apply such rents, issues and profits to the payment pro tanto, of the amounts due under this mortgage, first deducting all proper charges and expenses of such receivership, and after paying all taxes or assessments levied or assessed against said property and then unpaid, and said mortgagor agrees forthwith to surrender possession of said property to any receiver so appointed.

8. In the event that the mortgaged property shall consist of real and personal property constituting an operating entity, such as an apartment house, hotel, or furnished dwelling, it is agreed that all of said mortgaged property, both real and personal, whether such personal property be actually affixed to said real property or not, together with any and all additions thereto, may, at the option of the mortgagee be sold upon foreclosure, either as a unit including both real and personal property subject to redemption as a unit, or separately; and in the event that such personal property shall be sold separately, such sale shall be in accordance with the procedure applicable to the sale of personal property upon the foreclosure of a chattel mortgage, with no right of redemption. If said mortgaged property shall be sold as a unit, and shall thereafter be redeemed, there shall be added to the amount to be paid for such redemption such amount as the purchaser at foreclosure sale, or such purchaser's successor in interest at the time of redemption, shall have expended during the redemption period to keep said property in satisfactory condition, including the cost of repairs and improvements made in the normal course of the administration of said property.

9. The mortgagor reserves the privilege of repaying at any time without premium or fee, the entire indebtedness secured hereby, or any part thereof, not less than the amount of one installment, or One Hundred (\$100.00) Dollars, whichever is less.

10. In the event of this mortgage being foreclosed or of any proceeding being brought for that purpose, said mortgagor promises and agrees to pay such additional sum as the trial court or appellate court may adjudge reasonable as attorneys' fees in such foreclosure or other proceeding, in addition to the costs and disbursements allowed by law, and such attorneys' fees and costs and disbursements shall be secured by the lien of this mortgage.

11. 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 liability of the Mortgagor for the payment of the indebtedness hereby secured.

12. As additional security for the payment of said indebtedness, the Mortgagor further agrees to assign to the Mortgagee, upon request by the Mortgagee, and in such manner as the Mortgagee may require, any and all leases now or hereafter, during the period of the mortgage, entered into by the Mortgagor with respect to the above described real property, or any portion thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said mortgagor has properly executed this instrument the day and year herein first written.

X Donneal Hyde (SEAL)
Donneal Hyde

X Esther Eileen Hyde (SEAL)
Esther Eileen Hyde

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON,

County of Douglas

ss.

THIS CERTIFIES that on this 23rd day of March, 1973,

before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named

Donneal Hyde and Esther Eileen Hyde

who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes and uses therein mentioned.

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

My commission expires 6/10/75 Notary Public in and for said County and State

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON,

County of.....

ss.

THIS CERTIFIES that on this.....day of....., 19....., before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named..... who.....known to me to be the identical person.... described in and who executed the within instrument and acknowledged to me that.....executed the same freely and voluntarily for the purposes and uses therein mentioned.

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

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON,

County of.....

ss.

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 uses 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

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON,

County of.....

ss.

THIS CERTIFIES that on this.....day of....., 19....., before me, the undersigned, a notary public in and for said county and state, personally appeared....., both to me personally known, who, being duly sworn, did say that he, the said..... is the president, and he, the said..... is the secretary of..... the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said.....and..... acknowledged said instrument to be the free act and deed of said corporation.

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

3591

My commission expires.....

Notary Public in and for said County and State

Mortgage

TO

DOUGLAS NATIONAL BANK

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 28th day of March A.D., 1973 at 11:07 o'clock P.M. and recorded in Book M73 on page 3588 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE,

County Clerk (Recorder)

By Hazel D. Magel Deputy

FEE \$5.00

AFTER RECORDING RETURN TO:

DOUGLAS NATIONAL BANK
ROSEBURG, OREGON 97470

555 d. E. Kane