





13257

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:  
(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below);  
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, it said mortgagor 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 mortgagor 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 mortgagor 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 mortgagor 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 mortgagor 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 mortgagor 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 mortgagor 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 the day and year first above written.

IMPORTANT NOTICE: Debtor, by listing out, whichever warranty (a) or (b) is not applicable, it warrants (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation by making required disclosures for the purpose of this instrument to be a FIRST lien to finance the purchase of a dwelling, see Standard Form No. 1000 or equivalent; if this instrument is NOT to be a FIRST lien, see Standard Form No. 1200, or equivalent.

<b>MORTGAGE</b> (POWER OF SALE)	TO	PACIFIC WEST MFG. CO. an Oregon corporation
VIOLEA M. HAWKINS	STATE OF OREGON, County of KLAMATH	
I certify that the within instrument was received for record on the 9th day of OCTOBER, 1974, at 4:05 o'clock P.M., and recorded in book M 74 on page 13257 or as its number 93762.		
Record of Mortgage of said County.		
Witness my hand and seal of County Clerk.		
WM. D. MILLER COUNTY CLERK By <i>Richard H. Moulton</i> Notary Public for Oregon My Commission expires 2/6/77	THIN By <i>Richard H. Moulton</i> Notary Public for Oregon My Commission expires 2/6/77	PACIFIC WEST MORTGAGE CO. P.O. BOX 497 STATION ORE 97383

STATE OF OREGON.

County of KLAMATH

BE IT REMEMBERED, that on this 14th day of October, 1974, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named VIOLEA M. HAWKINS

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

*Richard H. Moulton*  
Notary Public for Oregon  
My Commission expires 2/6/77

FORM No. 725—SATISFACTION OF MORTGAGE

93764

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KNOW ALL MEN BY THESE PRESENTS, That Paul J. Lambertson and Dixie Lee Lambertson owner and holder of the Mortgage and the obligation hereinafter described, do hereby certify and declare that a certain mortgage, bearing date the 14th day of March, 1974, made and executed by Malvin Hammack and Sharon Hammack, husband and wife the mortgagor therein, to Paul J. Lambertson and Dixie Lee Lambertson, husband and wife of the County of Klamath, State of Oregon, in book M-74 of Mortgages on page 3299 on the 11th day of March, 1974.

together with the debt thereby secured, is fully paid, satisfied and discharged.

Witness *her* hand this 3 day of October, 1974.  
*Paul J. Lambertson*  
*Dixie Lee Lambertson*

STATE OF OREGON.

County of Klamath

On this 3rd day of September, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Paul J. Lambertson and Dixie Lee Lambertson, husband and wife who

known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

*Richard H. Moulton*  
Notary Public for Oregon  
My Commission expires 2/6/77

Satisfaction of  
MORTGAGEPaul J. Lambertson  
Dixie Lee LambertsonTO  
Malvin Hammack  
Sharon Hammack

NOT RECORDED RETURN TO  
ROBERT J. HARRIS  
930 Klamath  
+ Jans, CAS  
97607

STATE OF OREGON.

County of KLAMATH

I certify that the within instrument was received for record on the 9th day of October, 1974, at 4:05 o'clock P.M., and recorded in book M 74 on page 13257 Record of Mortgages of said County.

Witness my hand and seal of County Clerk.

WM. D. MILLER  
COUNTY CLERK  
THIN

FEB 8 2 00