

95272

Vol. 74 Page 15262

This Indenture, made this 29th day of November, 1974, between
 WAYNE A. WILCOX and BETTY M. WILCOX, husband and wife,

hereinafter
 called "Mortgagor", and KLAMATH FALLS BRANCH, WESTERN BANK
 hereinafter called "Mortgagee";

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby
 grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in

Klamath County, Oregon, to wit:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$

All in the SW quarter of Section 31, Township 35 South, Range 13 East
 of the Willamette Meridian

RECEIVED NOV 29 1974
 4:00 pm

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,
 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.

To Have and To 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-127X UB 2-70 - INDIVIDUAL - RESIDENTIAL OR BUSINESS (TAXES, INSURANCE, ETC., INCLUDED)

RECEIVED NOV 29 1974
 4:10 pm

whatsoever
 do it person
 or my said
 In

IN
 Name

STATE

15263

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor kept and performed, and to secure the payment of the sum of \$ 15,000.00 and interest thereon in accordance with the tenor of a certain promissory note executed by

WAYNE A. WILCOX and BETTY M. WILCOX, husband and wife,

dated November 29, 1974, payable to the order of the Mortgagee in 90 days

plus interest, on the 27th day of

February, 1975

when the balance then remaining unpaid shall be paid.

The Mortgagor does hereby covenant and agree to and with the Mortgagee, 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 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 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 be less than sufficient for said purposes, Mortgagee will also pay, upon demand, such additional sum as Mortgagee shall deem necessary therefor. If Mortgagor desires a "package" plan of insurance which includes coverage in addition to that required under this mortgage, Mortgagee may, at its option, establish and administer a reserve for that purpose. If the package plan reserve is not sufficient to pay the renewal premium on a package plan policy, then Mortgagee may use such reserve to pay premiums on a policy covering only risks required to be insured against under this mortgage and allow the package plan policy to lapse. Mortgagee shall, upon the written direction of Mortgagor, and may, without such direction, apply sums paid by Mortgagor and held by Mortgagee to the purposes aforesaid; but the receipt of such sums shall not, in the absence of such direction, impose any duty upon Mortgagee to disburse the same or relieve Mortgagor from his covenants to pay said obligations or to keep the premises insured. Mortgagee may, from time to time, establish reasonable service charges for the collection and disbursement of premiums on package type insurance policies. Mortgagee shall not, whether or not service charges are imposed, be subject to any liability for failure to transmit any premiums to any insurer or by reason of any loss growing out of any defect in any insurance policy.

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 Mortgagee 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 he will not, without the prior written consent of Mortgagee, transfer his interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may, in its discretion, impose a service charge not exceeding one percent of the original amount of the indebtedness hereby secured and may increase the interest rate on the indebtedness hereby secured by not more than one percent per annum.

7. 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.

15264

RECEIVED NOV 29 1974

whatsoever
do it person
or my said

IN

November

(Some st

STATE

[illegible]

8. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the trial court and any appellate 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.

In Witness Whereof, the Mortgagor 5 ha ve hereunto set their hand s and seal s
the day and year first hereinabove written.

Wayne A. Wilcox

.. (SEAL)

Betty M. Wilcox

(SEAL

(SEAL

(SEAL

STATE OF OREGON

County of Klamath

SS

November 29 A. D. 19 74

A. D. 19 74

Personally appeared the above-named Wayne A. Wilcox and Betty M. Wilcox,
husband and wife,

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

(Notary Seal)

Notary Public for Oregon.

My Commission Expires: February 9, 1978

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of WESTERN BANK 4:00
this 29th day of NOVEMBER A D. 1974 at _____ o'clock P.M. and
duly recorded in Vol. M 74 of _____ MORTGAGES on Page 15262
FEE \$ 6.00 _____
_____ J. L. HINE, County Clerk

By Hazel Drazic

RECEIVED NOV 20 1974

whatsoever
do it per
or my sal
In

IN
Haven

(Some