

A-26629  
FORM No. 105A—MORTGAGE—One Page Long Form

Vol. 16 Page 1871

TC

10061

THIS MORTGAGE, Made this 9th day of February, 1976.  
by STANLEY F. WIESENBERN and LINDA R. WIESENBERN, husband and wife, Mortgagor,  
to PACIFIC WEST MORTGAGE CO., an Oregon corporation Mortgagee,

WITNESSETH, That said mortgagor, in consideration of THREE THOUSAND AND NO/100--  
Dollars, to him paid by said mortgagee, does hereby  
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-  
tain real property situated in Klamath County, State of Oregon, bounded and described as  
follows, to-wit:

All the following described real property situate in Klamath County,  
Oregon:  
Lot 6 in Block 11 of FIRST ADDITION TO KLAMATH RIVER ACRES, according  
to the official plat thereof on file in the office of the County Clerk  
of Klamath County, Oregon.

Subject to any easements of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging  
or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and  
profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage  
or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his  
heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the  
following is a substantial copy:

February 9, 1976  
\$3,000.00  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of PACIFIC WEST MORTGAGE  
CO., an Oregon corporation at Stayton, Oregon  
THREE THOUSAND AND NO/100--DOLLARS,  
with interest thereon at the rate of 9.9 percent per annum from 2/9/76 until paid, payable in  
monthly installments, at the dates and in amounts as follows: Not less than the sum of \$45.37  
in any one payment; the first payment to be made on or before the 9th  
day of MARCH, 1976, and a like payment on or before the 9th  
day of each month thereafter until 2/9/80 when any remaining  
principal plus accrued interest shall be due and payable.

balloon payments, if any, will not be refinanced; interest shall be paid monthly and ~~XXXXXX~~ included in  
the payments above required, which shall continue until this note, principal and interest, is fully paid; if any of said installments is not so  
paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in  
the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder  
hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and  
(2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's  
reasonable attorney's fees in the appellate court.

/s/Stanley F. Wiesenborn

/s/Linda R. Wiesenborn

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-  
comes due, to-wit: 2/9/80, 1976.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully  
seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to  
the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every  
nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-  
able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that  
are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings  
now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other  
hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or  
obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-  
gagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mort-  
gagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies  
to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings,  
the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises  
in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall  
join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-  
factory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien  
searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.