www.wiecha.	مجمع فليشمعه سادي والمهام ليشر فشملك بالمان سيماوكم من مجاز المامين
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This	Indenture, made this

-day of April 1/2 \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*Raymond E. Dillon and Barbara J. Dillon as Husband and Wife\*\*\*\*\*\*\*

Page

19 76 between

called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a national banking association, hereinafter called "Mortgagee";

WITNESSETH:

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For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey

\_County, Oregon, to wit: Klamath unto the Mortgagee, all the following described property situate in \_\_\_\_\_

19th

\*\*\*\*\*\*\* The NE<sup>1</sup>2NE<sup>1</sup>4, Section 6, Township 40 South, Range 9 East of the Willamette Meridian, EXCEPTING THEREFROM the following described parcel:

Beginning at the Northeast corner of Section 6; thence due West on the section line 450 feet to the West side of driveway; thence South 400 feet; thence due East 220 feet; thence North 400 feet; thence due West 220 feet to the point of beginning on the West side 

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. 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.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor kept

and interest thereon in accordance with the tenor of a certain promissory note executed by \_\_\_\_\_\*\*Raymond E. Dillon and 

## \*\*\*\*\*\*\*\*\*\*\*\*

, 19.76., payable to the order of the Mortgagee in installments not less than dated \_\_\_April 19.

\$ 256.06

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÷., \* 2 2.1 \_\_\_\_\_, each, \_\_\_\_\_\_\_ interest, on the \_\_\_\_\_\_\_ day of each \_\_\_\_\_\_\_ month

May first

\_, 19<u>76</u>, until\_\_\_ commencing June first

1986 , 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, as prescribed by said note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.

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 tenant-able condition; that he will promptly comply with any and all munici-pal 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 com-pleted, 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 Mort-

INDIVIDUAL OR CORPORATION - RESIDENTIAL OR BUSINESS RE-85 11-74

gagee shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.

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pense 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 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 se-cured, in which event the Mortgagor shall insure to the amount of the indebtedness hereby secured (unless the full insurable value) is in excess of the amount hereinabove mentioned and provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mort-gagee: 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 ex-

piration of any policy or policies he will deliver to the Mortgagee satis-factory reservals 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 sus-tained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the per-formance 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 in-surance is prejudiced by the acts or omissions of the Mortgager or that the coverage is inadequate, the Mortgager any require, that the Mortgage may require as its Mortgage may require, that the Mortgage may at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the m-dehtedness hereby secured or to be used for the require or treconstruction of the property damaged or destroyed of the property damaged or destroyed

That he will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagee

Site 1

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5. That in case the Mortgagor shall hal, neglect or refuse to do or perform any of the acts or things herein required to be done or per-formed, the Mortgagee may, at its option, but without any obligation to its part to so do, and without warver of such default, procede any in-surance, pay any tayes or hens or atility 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. hereby

6. That he will not, without the prior written consent of Mortgagee. 6. That he will not, without the prior written consent of Mortgages, transfer his interest in said premises or any part thereof, whether or not the transferce assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's concent to such a transfer. Mort-gages reagone these, the transferce such information as would normally be require the standard work and an ophicart. Mort-gages chall reach as a staff withhout its concent to any phaser. Mort-gages chall reach as a staff withhout its concent to any transfer, and consent to any transfer. Mortgages may and the endot staff is a very change not exceeding the percent of the enginal anomal of the indebtedness hereby secured and may increase the interest rate on the indebtedness hereby secured and may increase the interest rate of the indebtedness hereby secured by not more than one percent per announ

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 nortgage due and payable and forcelose this mortgage.

8. That, in the event of the institution of any suit or action to fore close this mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may adjudge reasonable as attorney's loss in connection therewith further sums as the Mortgager shall have to increase the court may, upon application of the plaintift and such further sums are secured hereby; that no trease to the condition of the property on the adequacy of the example of the condition of the property on the adequacy of the example of the condition of the property on the adequacy of the example of the condition of the property on the adequacy of the example of the indicated property and collect and without notice to the property of this indicated property and the receiver and without notice to the rest, using a non-trease of a curred of the example of the example of the example of the indicated property and collect and receiver and of the enderth of the enderth of the plaintift and with or notices, appoint a receiver and without notice to the rest, issues and points which had the recover and or all of the rest, issues and points which had the recover and or the debt or each the receiver shall be appled to ward the gament of the debt or under of the solution in the property and collect and the rest remain the receiver shall be appled to ward the warment of the debt or under of the instrument of the debt or indicated property and collect and it can actually planet. 6000 suit or action to fore

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b) and recoved by him prior to such default
9) The word "Mortzagor 1 and the language of the instrument shall, where there is more than one northerized, be construct a plural and be building pointly and so scall, up to 20 contrarger, be construct a plural and be building pointly and so scall, up to 20 contrarger, but each construct a plural and be building upon his heris, executors, administrator, successors and assigns and metre to the benefit of the successors and assigns the each of any transfer of the property herein described or any part thereof or any interest theorem, whether voluntary or a avoing the Mortzago or any one class data enter the Mortzago may, without returns to the Mortzago or any one class data enter the language that the transfer of the property herein described or any part thereof or any interest theorem, whether voluntary or avoing the Mortzago or any one class data enter the successors and assigns of the two of the bit descriptions are to the point of the successors and the transfer of the successors and any part thereof or any interest theorem, whether voluntary or avoing the bit does be done as the distribution of the successors and as a stability of the bit does be done as the transfer of the successor assigns and the successors are not be assisted by the successors are the bit of the successor does and the successor as a stability of the Mortzago or any one class data the transfer of the bit of the bit of the successor does and the successor as a stability of the Mortzago or any notice domand of respect to response by waved in the transfer of the property herein description of the sufficient of parts and by order on one or notice domand of respect to respect by order on one or notice of the angles of wave dow order on one or notice of the sufficient of the sufficient down and the terms that the sum body reserves and the bit of the sufficient down and the terms the property herein down and the terms the successor anot the property herein down and the sufficient down and the

IN WITNESS WHEREOF, said Mortgagor has executed this indenture the dan and year first above written

	Barbara J. Dillon CORFORATE ACKNOWLEDGEMENT STATE OF OREGON, County of	
STATE OF OREGON ( State of County of Klamath ( State of County of County of Klamath ( State of County of	Personally appeared and who being duly sworn, dul sau that he, and he,, is the	
Personally appeared the above named_Raymond E. Dillon and Barbara J. Dillon, Husband and Wife**** and acknowledged the foregoing instrument to be their	a corporation, and that the scal affixed to the foregoing instrument corporate scalar surf corporation spressiled such corporation has such esse that and instrument as sign d and scalar on behalf at sold corporati anth surveit it board of Directory and he ackness ledged surf metrument its columnian act and do d. Before we	in the second
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