

8581

And the Mortgager agrees to keep the buildings and other improvements on said premises in good repair, and neither to commit nor suffer any waste upon said premises, nor to do any other act whereby the property hereby conveyed shall become less valuable.

In the event there be a prior mortgage against said property or any other lien and such mortgage or lien becomes in default, then said Mortgagee is hereby authorized to pay such sum or sums as may be necessary to protect the security of this mortgage and any and all sums so paid shall be a lien upon said property, added to the amount of said note and secured hereby.

In the event default be made by the Mortgagor in the payment of any sum or sums hereinbefore provided for, it is hereby agreed that the rents from said property, if any, are hereby assigned unto the Mortgagee and shall be applied as received by the Mortgagee to the payment of any sum or sums then due under the terms of this mortgage.

And this instrument shall be void if said promissory note, principal and interest, and each and every of the payments and conditions herein contained, be well and truly paid when due and performed in manner and time, according to their true tenor and effect. But it is distinctly understood and agreed that if the interest on said promissory note or the principal thereof shall not be punctually paid when the same shall become due, as in said promissory note mentioned, or if any of the conditions herein be broken or any payment be not made, including the said taxes, assessments, charges, liens, or insurance, then, and in such case, the principal sum of said note and the interest thereon, together with any other advances made, as herein provided, shall be deemed and taken to be wholly due and payable, and proceedings may forthwith be had by the Mortgagee for the recovery of the same, either by suit on said note or on this mortgage and note, and in any suit or other proceedings that may be had for the recovery of the said principal sum and interest thereon, it shall and may be lawful for the Mortgagee to include in the judgment that may be recovered all payments that the Mortgagee may be obliged to make for his security as hereinbefore provided, together with attorney's fees in a reasonable sum to be fixed by the court and expenses of a search of the title.

It is further understood that if more than one join in the execution hereof, or may be of the feminine or neuter gender, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter, respectively.

IN WITNESS WHEREOF, said Mortgagor has executed this instrument the day and year first above written.

Programmed Agronomy, Inc., an Oregon Corporation

BY:

BY

STATE OF ARIZONA } ss.
County of Pima }

This instrument was acknowledged before me this 5th day of JUNE, 1976.

Notary Public.

My commission expires: My Commission Expires July 29, 1979

Per Klamm Co. Title

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 10th day of JUNE A.D., 19 76 at 3:30 o'clock PM., and duly recorded in Vol M 76 of MORTGAGES on Page 8578.

FEE \$ 12.00

WM. D. MILNE, County Clerk

By Hazel Hazel Deputy

My commission expires: