18055	5	Vol. <u>M76</u>	<b>51</b> <sup>TT #38-11189</sup>	Landard Contraction	<del>سميرية (م التحداث في التحديث التكرير</del>
This Indenturi	t, made this23	dey of AUGUST M76 AUGUST	Contract of the second se		
2011년 2011년 2011년 1월 2011년	2014년 - 소리에 가슴에 가슴에 가슴다.	그는 물건을 정말한 것을 것 같아요. 말 같 것	hereinafter	1	dijana lata inata
공장 사가 관람이 가장 것이다.	IRST NATIONAL BANK OF ORECON, a n	national banking association, hereinafter called	Mortgugee ;		
WITNESSETH:	he Mortgagor from the Mortgagee, the Mort	tgagor has bargained and sold and does hereby	grant, bargain, sell and convey		
그는 물건을 맞다는 것이 있는 것이 같은 것이다.	e following described property situate in	STANATH STAND	County, Oregon, to wit:		
LOT 5 IN BLOCK 14	, TRACT NO. 1071, FIRST AD	DITION TO THE MEADOWS, KLAMA	TH	<u>影響</u>	
COUNTY, OREGON. Mortgage being	g re-recorded to correct le	gal of that certain Mortgage	recorded in Vol. M-76		C Constantia de la constantia de la constanti
CORRECT LECAL	the 24th day of August 197 AS FOLLOWS: Lot 6 in BLOC ATH COUNTY, OREGON.	'6. 3K 14, TRACT NO. 1071, FIRST	ADDITION TO THE		
					4
*	TR	IS IS A			
4	CONSTRUCT	IION MORTGAGE			
9.2e					
	- hereditements and appurtenances now	v or hereafter thereunto belonging or in anyw mises, as are ever furnished by landlords in le	ise appertaining; also all such ap-		Life 1. Lander and the second
paratus, equipment and	instures now of hereingboye described, inclu	ding, but not exclusively, all fixtures and pers	onal property used of interface re-		A New York of the
property or any part the	reof.				
- 옷이에서 아무가 있는 것이 같아.	d In Hald the same unto the Mortgag	방송 가지 못 집에 가지 않는 것을 알 것 같아요. 가지 않는 것	of the said real property, that he is	<u>540-01-</u>	
And the Mortgagor of the absolute owner of the that he will warrant and	does hereby covenant to and with the horry te said personal property, that the said real d forever defend the same against the lawful	gagee, that he is lawfully seized in tee simple a and personal property is free from encumbra I claims and demands of all persons whomsoeve	nces of every kind and hattire, and in.		1 Strangenting and
This conveyance is in	ntended as a mortgage to secure performanc	e of the covenants and agreements herein cont	ained, to be by the Mortgagor kept		
🐂 집안 같은 것은 것은 것이 아니는 것은 것이 같은 것을 했다.	secure the payment of the sum of \$			Real Provide Name	
방법 이 것이 가지 않는 것이 가지 않는 것이 가지 않는 것이 가지 않는 것이 없다.	accordance with the tenor of a certain prom	요즘 상품은 것이 다니는 것 같아. 집에 대한 것이 것 같아요. 일을 두 등			Line and the second
RONALD E. PHAL	IR AND LORRAYNE PHAIR	In the second se			
	AUGUST 23	, 19 <u>76</u> , payable to the order of the M	ortgagee אאאגאאאאאאאאאאאאאאאאאאאאאאאאאאאאאאאא		
******	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	<u> </u>	<u> </u>	Sent Service	
	이 지수가 물건을 알려야 한다. 것은 것을 많은 것을 것을 것을 수가 있는 것을 것을 것을 것을 것을 것을 수가 있다.	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	KYAKAYAKAKAKAKAYANAYAYAYAYAYA	MBER 01,1976 UNTIL AUGUST AND INTEREST SHALL BE PAID.	23, 1977		
WHEN THE WHOL	E UNPATH SUM OF FRINGLINE .		de la site		
The Mortgagor Coes Mortgagee, its successors	hereby covenant and agree to and with and assigns:	pense of such reconstruction of re	in the hullding	or Activity	na haran baran da ana ana an Ana ang ang ang ang ang ang ang ang ang a
	, when due, the indebtedness hereby secu bed by said note, and all taxes, liens and u	ured, buildings now or hereafter upon itility property covered by the lien h	ercof, insured against loss by fire a	nd	
charges upon said premi	Ises of for services rationalized events	time require, in one or more designated by the Mortgagee in	an aggregate amount not less than	the ble	
premises or any part the property hereinabove d	t commit or permit strip or waste of the hereof; that he will keep the real and per escribed in good order and repair and in te will promptly comply with any and all mu	rsonal value of such building or build mant- cured, in which event the Mort unici- full insurable value); that all p	agor shall insure to the amount of	the ses.	
pal and governmental r if any of the said prop	erty be damaged or destroyed by any caus	that including policies in excess of t se, he policies against other hazards i com provisions as the Mortgagee shal	he amount hereinabove mentiones han those required, shall contain so I require and shall provide, in such for the shall be provide, in such for	uch orm	
pleted, it shall be wort such loss of damage;	provided, that if such loss or damage sha	all be gagee; that all such policies ion of premiums therefor shall be deli	, that loss shall be payment of an entry and receipts showing full payment vered to and retained by the Mortga gage; that at least 5 days prior to the	vee Financia	
the Mortgagor to repai	ir of reconstruct shall not anse three the				
RE-05 11-74 INDIV	IDUAL OR CORFORATION - RESIDENTIA		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		



piration of any policy or policies he will deliver to the Mortgagee satis-factory 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 sus-nined, 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 om/sions of the Mortgager or that the coverage is inadequate, the Mortgager will do such acts and things and obtain such further insurance as the Mortgage may require; that the Mortgage may, at its option, require 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.

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 per-remed, the Mortgagoe may, at its option, but without any obligation to a part to so do, and without waiver of such default, procure any in-cencer pay any taxes or liens or utility charges, make any repuirs, or do, other of the things required, and any expenses so incurred and any sympt so paid shall bear interest at 8% per annum and shall be secured berefore. 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, Mort-gagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant: Mort-gagee 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 mort-gage due and payable and forcelose this mortgage.

## 13152 13913

a second

**13913 13152** 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 count 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 incurr, d for extensions of abstracts or title searches or examina-tion fees in connection therewith, whether or not final judgment or de-eree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and with-out regard to the could tion of the property or the adequacy of the se-eurity 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 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 se-cured hereby, after first paying therefrom the charges and expenses of or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid on and received by him prior to such default.

In pose soin the intropies of the provided the probability of the provided premises and deposited provided provided provided provided prov

IN WITNESS WHEREOF, said Mortgagor has executed this indenture the day and year firs) above written C onald Lorrayne Phair CORPORATE ACKNOWLEDGEMENT STATE OF OREGON. County of Personally appeared and STATE OF OREGON who being duly sworn, did say that he Klamath , is the County of\_ and he. August 23 \_, <u>19 76</u> is the Personally appeared the above named <u>Ronald E.</u> \_ of Lorrayne Phair, husband & wife, a corporation, and that the scal affixed to the foregoing instrument is the corporate scal of said corporation (provided said corporation has such scal) and that said instrument was signed and scaled on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. and acknowledged the foregoing instrument to be their poluntary act and deed. Before m Before me: (Seal) (SEAL) Notary Public for Oregon My commission expires: Notary Public for Oregon 2 -3-79 My commission expires: INDEXED L10 760, OREGON 0 8 \$ D E all  $\mathbf{C}$ NATIONAL BANK OF Portland, Oregon **A**D 5.7 20 MORT INAL OREGON, Klamath 0 for record at Transamer corded in Vol. ME 24t.By 10: <u>13151</u> Wm BYQ 00 FIRST Ч 5 STATE VIIIO - Pic led 8

1<sup>AO</sup> 13914 STATE OF OREGON; COUNTY OF KLAMATH; SS. Į, Filed for record at request of <u>Transamerica Title Co.</u> this <u>7th</u> day of <u>September</u> A. D. 19  $\frac{76}{\text{ at}}$  at <u>10;57</u> PM., and July recorded in Vol. <u>M76</u>, of <u>Mortgages</u> on Page <u>13912</u> Wm D. MILHE, County Cleri By Darashy Det 1 fee,\$9.00 归 ALE. Sec. 74:15 Street Sola 14111 en et e gr 1.17 A Standart