

6. (b) That this mortgage is given as security for the payment of any and all other indebtednesses, obligations or liabilities of the Mortgagor to the Mortgagee now or hereafter existing, matured or to mature, absolutely or contingent and wherever payable, including such as may arise from endorsements, guarantees, acceptances, bills of exchange, promissory notes, or other paper discounted by the Mortgagee or taken as security for any loan or advances of any kind, sort or description whatsoever.

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That, 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.

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.

9. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payment or grant renewals of indebtedness hereby secured for any term, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box.

In Witness Whereof, the Mortgagors have hereunto set their hands and seals the day and year first hereinabove written.

Jack O. Hudson (SEAL)
Jack O. Hudson

Barbara A. Hudson (SEAL)
Barbara A. Hudson

(SEAL)

(SEAL)

STATE OF OREGON

County of Coos

ss.

September 21 A.D. 1976

Personally appeared the above-named Jack O. Hudson and Barbara A. Hudson,

husband and wife

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

Karen L. Bowers

Notary Public for Oregon.

My Commission Expires March 28, 1980

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *Western Bank*

this 27 day of Sept A.D. 1976 at 11:48 A.M., or

July recorded in Vol. 1176, of 900 on Page 15137

By *Wm. D. MILNE* County Clerk

Western Bank
Coos Bay Branch
P.O. Box 1055
Coos Bay, Oregon 97420