

1 the written permission of Mortgagee, the entire principal sum of the promissory note hereby secured and
 2 the whole amount of all indebtedness owing by or chargeable to Mortgagor under the provisions of this
 3 mortgage or intended to be secured hereby shall, at the election of Mortgagee, become immediately due and
 4 payable without notice although the time expressed in said note for the payment thereof shall not have
 5 arrived and suit may immediately be brought without notice to Mortgagor, and a decree be had to sell the
 6 mortgaged property, or any part or parts thereof, either together or in parcels, with all and every of the
 7 appurtenances, or any part thereof, in the manner prescribed by law, and out of the monies arising from
 8 said sale to repay said indebtedness, including both principal and interest, together with the costs and
 9 charges of making such sale and suit for foreclosure and also the amounts of all sums advanced or paid
 10 by Mortgagee to or for the account of Mortgagor, with interest thereon as herein provided, including such
 11 payments of liens, taxes, or other encumbrances as may have been made by Mortgagee by reason of provi-
 12 sions herein given, and inclusive of interest thereon, and the overplus, if any there be, shall be paid by
 13 the party making such sale, on demand, to Mortgagor.

14 **11. Receivorship:** In the event any suit is commenced to foreclose this mortgage instrument, the
 15 court having jurisdiction of the case may, upon motion by Mortgagee, appoint a receiver to collect the
 16 rents and profits arising out of the above described real property and to take possession, management and
 17 control of the same during pendency of such foreclosure proceeding or until such time as payment of the
 18 obligations hereby secured is made, and apply said rents and profits to the payment of the amounts due
 19 hereunder, after first deducting all proper charges and expenses attending the execution of said receivership.

20 **12. Costs of Title in the Event of Foreclosure:** Upon the commencement of any suit to collect the
 21 indebtedness or disbursements, secured hereby, or any part hereof, or to enforce any provisions of this
 22 mortgage instrument, by foreclosure or otherwise, there shall become due, and Mortgagor agrees to pay to
 23 Mortgagee, in addition to all statutory costs and disbursements, any amount Mortgagee may incur or pay
 24 for any title report, title search, insurance of title, or other evidence of title subsequent to the date of
 25 this mortgage instrument on any of the real property above described in this mortgage instrument and this
 26 mortgage instrument shall be security for the payment thereof.

27 **13. Attorney Fees to Prevailing Party:** In the event any suit or action is instituted to collect the
 28 indebtedness or disbursements secured hereby, or any part thereof, or to enforce any provision of this
 29 mortgage instrument by foreclosure, or otherwise, the prevailing party, at trial or on appeal, shall be
 30 entitled to such reasonable attorney's fees as shall be fixed by the court having jurisdiction of the case,
 31 in addition to statutory costs and disbursements.

32 **14. Waiver:** No waiver by Mortgagee of any breach of any covenant or agreement of this mortgage
 33 instrument by Mortgagor shall be construed as a continuing waiver of any subsequent breach of such
 34 covenant, nor as a waiver of any breach of any other covenant, nor as a waiver of the covenant itself, nor
 35 as a waiver of this provision.

36 **15. Binding Effect of Mortgage Instrument:** This mortgage instrument contains a full understanding
 37 of the Mortgagor and the Mortgagee with respect to the provisions set forth herein and no modification
 38 of this mortgage instrument shall be given effect unless the same is in writing, subscribed by the
 39 Mortgagor and the Mortgagee (or their respective successor in interest) and made of record in the same
 40 manner as this mortgage instrument is made of record.

41 **16. Notices:** Any notice or notices required to be given by either Mortgagor to Mortgagee or Mort-
 42 gagee to Mortgagor pursuant to any provision of this mortgage instrument shall be in writing, and shall be
 43 deemed given when the same is deposited in the United States mail as registered mail, postage prepaid,
 44 addressed to the party to whom notice is to be given at the last address of such party known by the
 45 party giving such notice. In lieu of mailing such notice, such notice may be delivered in person to the
 46 party to whom notice is to be given and execution by the person to whom notice is to be given of a
 47 receipt of such notice shall be conclusive evidence of delivery of such notice.

48 **17. Binding Effect and Construction of Mortgage Instrument:** This mortgage instrument shall bind
 49 and inure to the benefit of, as the circumstances may require, the parties hereto, and their respective
 50 heirs, executors, administrators, successors, and assigns. In construing this mortgage instrument, the singular
 51 shall include both the singular and the plural and the masculine the masculine, the feminine, and the
 52 neuter. The headings contained in this mortgage instrument are for convenience only and are not to be
 53 construed as part of this mortgage instrument. To the extent that any exhibit is attached to this
 54 mortgage instrument, the same is hereby incorporated into this mortgage instrument as though fully set
 55 forth at the place in this mortgage instrument at which reference to said exhibit is made.

56
 57
 58 Frank V. Bernal
 59 Frank V. Bernal

60 Wanda I. Bernal
 61 Wanda I. Bernal

62 STATE OF ~~CALIFORNIA~~ Oregon) ss.
 63)
 64 County of Klamath)

65 On this 27 day of May, 1977, personally appeared
 66

1 FRANK V. BERNAL and WANDA I. BERNAL and personally acknowledged this
2 foregoing instrument to be their voluntary act and deed.

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GIACOMINI, JONES & ZAMSKY, ATTORNEYS AT LAW A PROFESSIONAL CORPORATION, KLAMATH FALLS, OREGON

Earl Miller
Notary Public for California
My Commission Expires: *December 5th 1978*

10333

The following described real property situate in
Klamath County, Oregon, to-wit:

That portion of the SW $\frac{1}{4}$ of Section 11, Township 41
South, Range 14 East of the Willamette Meridian, lying
Northerly of State Line Road, Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of FRA AMERICA TITLE INS. CO

this 14th day of JUNE A. D. 1977 at 9:22 o'clock AM., and

duly recorded in Vol. 177, of MORTGAGES on Page 10329

FEE \$ 15.00

W. D. MILNE, County Clerk

By Hazel D. Milne

EXHIBIT "A"