

TC **35719**

THIS MORTGAGE, Made this 19th day of September, 19 77,
 by PAUL & ROBERT WAMPLER, INC., an Oregon Corporation, Mortgagor,
 to E. M. HENDERSON and HELEN HENDERSON, dba HENDERSON & HENDERSON Mortgagee,
a partnership
 WITNESSETH, That said mortgagor, in consideration of Thirty Five Thousand and
no/100 (\$35,000) Dollars, to him paid by said mortgagee, does hereby
 grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real
 property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:
Lots 18, 19, 22 and 23, in Section 1, Township 34 South, Range 6,
East of the Willamette Meridian

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and
 which may hereafter belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises
 at the time of the execution of this mortgage or at any time during the term of this mortgage.
 TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, adminis-
 trators and assigns forever.
 This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 35,000.00 Klamath Falls, Oregon, September, 19 77

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
E. M. Henderson and Helen Henderson, dba Henderson & Henderson
 and upon the death of any of them, then to the order of the survivor of them, at Klamath Falls, Oregon
Thirty Five Thousand and no/100 (\$35,000) DOLLARS,
 with interest thereon at the rate of seven percent per annum from date until paid, payable in
annual installments, at the dates and in the amounts as follows: \$9,800, plus accrued interest,
on or before the 2nd day of January, 1980; the sum of \$12,600, plus
accrued interest on or before the 2nd day of January, 1981; and the
balance of principal and interest due on or before the 2nd day of January,
1982.
 balloon payments, if any, will not be refinanced; interest to be paid quarterly and in addition to the payments above re-
 quired; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not
 so paid, all principal and interest shall become immediately due and collectible at the option of the holder of this note. If this note is placed
 in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder
 hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2)
 if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's rea-
 sonable attorney's fees in the appellate court.
 It is the intention of the parties hereto that the said payee do not take the title hereto as tenants in common but with the right
 of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and in-
 terest shall vest absolutely in the survivor of them.
Paul & Robert Wampler, Inc.
 By /s/ Robert Wampler, President
 By /s/ Alice Wampler, Secretary

FORM No. 692—INSTALLMENT NOTE—Survivorship.

SN Stevens-Ness Law Pub. Co., Portland, Ore.

1977, and recorded in the mortgage records of the above named county in book M-66 at page 8459 thereof, or as
 file number real number (indicate which), reference to said mortgage records
 hereby being made; the said first mortgage was given to secure a note for the principal sum of \$ 63,200.00; the unpaid
 principal balance thereof on the date of the execution of this instrument is \$ 55,724.36 and no more; interest thereon is paid
 to December 1, 19 76; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called
 simply "first mortgage".

The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized
 in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except
reservations, restrictions, rights of way and easements of record and
those apparent on the land
 and that he will warrant and forever defend the same against all persons further, that he will do and perform all things required of
 him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal
 and interest, according to the terms thereof; that while any part of the note secured hereby remains unpaid he will pay all taxes, assess-
 ments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note secured
 hereby, when due and payable and before the same become delinquent; that he will promptly pay and satisfy any and all liens or
 encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep
 the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire

and such other hazards as the mortgagee may from time to time require, in an amount not less than \$_____ in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagee named herein and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that the mortgagor will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the security for this mortgage, then at the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee; and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payments of the note secured hereby; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

The instrument was executed by authority of the Board of Directors of Paul & Robert Wampler, Inc.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Robert M. Wampler
Alice M. Wampler

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1306 or similar.

STATE OF OREGON

County of Klamath

ss.

BE IT REMEMBERED, That on this 14th day of September, 19 77, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named

Robert M. Wampler and Alice M. Wampler

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily, and by authority of the Board of Directors of Paul & Robert Wampler, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Joanne Matthews
Notary Public for Oregon
My Commission expires 03-10-81

SECOND MORTGAGE

(FORM No. 925)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Paul & Robert Wampler, Inc.

TO

E.M. Henderson & Helen Henderson

AFTER RECORDING RETURN TO

Blair M. Henderson
426 Main Street
Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$6.00

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 14th day of September, 19 77, at 4:25 o'clock P.M., and recorded in book M77 on page 17172, or as file/reel number 35719.

Record of Mortgages of said County
Witness my hand and seal of County affixed.

Wm. D. Milne Title
By *Bernard J. Retch* Deputy