

39592

This Indenture, made this

WITNESSETH:	· ·
For value received by the Mortgagor from the Mortgages the Mo	ortgagor has bargained and sold and does hereby grant, bargain, sell and conve
unto the Mortgagee, all the following described property situate in	Klamath County, Oregon, to wit:
Lots 11 and 12, Block 18 in the according to the official plat (County Clerk, Klamath County, Or	e Original Town of Malin, Oregon, thereof on file in the office of the Pregon.
	or hereafter thereunto belonging or in anywise appertaining; also all such ap
se for plumbing, lighting, heating, cooking, cooling, ventilating or i ounters, and other store, office and trade fixtures; also the rents, iss poperty or any part thereof. OD Have and TO Hold the same unto the Mortgagee And the Mortgager does hereby coverant to and with the Mortgage	gee, that he is lawfully seized in fee simple of the said real property, that he is
This conveyance is intended as a mortgage to secure performance o	of the covenants and agreements herein contained, to be by the Mortgagor kept
nd performed, and to secure the navment of the sum of Five Th	housand, Eight Hundred Thirty Eight \$58/
interest thereon in accordance with the tenor of a certain promisso	
Charles A. Brightman and Betty	Jo Brightman
ted_November 18	رد رد
(cu	19 77, payable to the order of the Mortgagee in installments not less than
124.40 including	the_lstday of eachMonth
124.40 each, including interest, on	
interest, on	until December 1
mmencing_ January 1 19_78_	_, until December 1,
interest, on	, until December 1,
mmencing_ January 1 19_78_	, until December 1,
mmencing_ January 1 19_78_	, until December 1,

1.4

18th

Charles A. Brightman and Betty Jo Brightman

1.18

day of.

1. That he will pay, when due, the indebtedness hereby secured, with interest, as prescribed by said note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.

2. That he will not commit or permit strip or waste of the said premises or any part thereof; that he will keep the real and personal property hereinabove described in good order and repair and in tenant-able condition; that he will promptly comply with any and all munici-pal and governmental rules and regulations with reference thereto; that if any of the said property be damaged or destroyed by any cause, he will immediately reconstruct or repair the same so that, when com-plated, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mort-

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November

3. That he will, at his own cost and expense, keep the huilding or buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof, insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such buildings is less than the amount hereby secured, in which event the Mortgager shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required, shall contain such portrolles as the Mortgagee shall require and shall provide, in such form as the Mortgagee shall receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of the sourt of the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 days prior to the existence of this mortgage; that at least 5 d

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piration of any policy or policies he will deliver to the Mortgagee satis-factory renewal; 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-teined, 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 omissions of the Mortgagee may require; that the coverage is inadequate, the Mortgagor will do such acts and things and obtain such further insurance as the Mortgagee may require; that the Mortgagee may, at its option, require the proseeds of any insurance policies upon the said premises to be applied to the payment of the in-of 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 performed, the Mortgagee may, at its option, but without any obligation to its part to so do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 8% per atmum and shall be secured 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 transfer easumes or agrees to pay the indebtedness heachy secured. Upon any application for Mortgagees 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 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 foreclose this mortgage.

STATE OF OREGON

County of____ nor

(SEAL)

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MORTGAGE

S. # 2 ...

Before me Notary Public for Gregon My conmission expires:

appeared the above named (LC

autritized the foregoing instrum Wary det

Charles A. Brightman and

Betty Jo Bri htman

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nd deed.

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the Jo Brig

FIRST NATIONAL BANK OF ORECON

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husband and wife

128:

Portland, Oregon Branch; PO Box

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8. That, in the event of the institution of any suit or the second any appellate court may adjudge reasonable as attorney's fees in connection therewith and such forther sums as the Mortgager shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or describe the 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 Mortgaged property and collect and receive any or all of the which may arise or accrue during the pendency of such suit; that any anoth so received shall be applied toward the payment of the debt secured hereby; after first paying therefrom the charges and extra discover of his covenants or agreements herein contained, he may remain possession of the mortgaged property and retain all rents actually paid on mortgaged property and retain all rents actually paid on mort of the debt secure during the pendency of such suit; that any and hereby; after first paying therefrom the charges and express of more of his covenants or agreements herein contained, he may remain possession of the mortgaged property and retain all rents actually paid on and received by him prior to such default.

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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 "Mort-gagee" 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 asigns and inure to the benefit of the successors and assigns of the Mort-gagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involun-tary or by operation of law, the Mortgage 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 re-leases 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 Mortgage. When-ever any notice, demand, or request is required by the terms hereof or by any law now in existence or herealter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shalt 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 Mortgage or at the mortgaged premises and deposited in any post office, station or letter box.

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

CORPORATE ACKNOWLEDGEMENT STATE OF OREGON. County of.

.19. Personally appeared. who being duly sworn, did say that he,. , is the and he, , is the

a corporation, and that the seal affixed to the foregoing instrument is the corporate scal of said corporation (provided said corporation has such seal) 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 Befare me:

County Clerk

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NOVEMBERA.D.

this 28thday of

o'clock 5

Notary Public for Oregon My commission expires:

record of Childheek

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! OF OREGON,) y of Klamath)

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(Seal)