

24928

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 costs and disbursements in such suit or action, 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 and shall bear interest from the date paid or incurred by Mortgagee or from the date of judgment, whichever occurs first, at the rate set forth in the promissory note mentioned above; 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 instru-

IN WITNESS WHEREOF, the Mortgagor S. ha ve hereunto set their hand s and seal s the day and year first hereinabove written.

William F. Johnson (SEAL)

Michael Jackson (SEAL)

(SEAL)

(SEAL)

STATE OF OREGON

County of Klamath

December 19 A.D. 19 77 } ss.

Personally appeared the above-named _____

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

(Notary Seal)

Return to

Western Bank

P.O. Box 669

Klamath Falls, OR

97607

Notary Public for Oregon.

My Commission Expires: 4-19-80

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of December A.D., 19 77 at 12:44 o'clock P M., and duly recorded in Vol. M77 of Mortgages on Page 24926.

FEE \$9.00

WM. D. MILNE, County Clerk

By Bessie Howard Deputy