

A-28787 41619

THIS MORTGAGE, Made this
1978, by

day of January

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KLAMATH PUBLISHING CO., an Oregon Corporation

hereinafter called "Mortgagor", to

E. P. WICKER and INA LOUISE WICKER,
husband and wife,

hereinafter called "Mortgagee";

WITNESSETH:

That Mortgagor, for valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, mortgage, and confirm unto Mortgagee, his heirs, executors, administrators, successors, and assigns, the property situate in the County of Klamath, State of OREGON, described in Exhibit "A" attached hereto and thereby made a part hereof as though fully set forth hereat.

TOGETHER WITH:

1. The tenements, hereditaments, and appurtenances now or hereafter used or usable in connection with the above described real property;
2. All leases, permits, licenses, privileges, rights-of-way, and easements, written or otherwise, now held by mortgagor, or hereafter issued, extended or renewed;
3. All improvements now on or hereafter placed upon said real property during the term of this mortgage, including all fixtures, now or hereafter a part of, or used in connection with, said improvements.
4. All rights to the use of water for irrigation of said real property and for domestic use thereon to which said real property is now or may hereafter become entitled, or which may hereafter be used on said real property, however the same may be evidenced, together with all shares of stock or shares of water, if any, in any ditch or irrigation company which in any manner entitles the legal or equitable owner of said real property to water for irrigation or domestic purposes upon said real property.

THIS MORTGAGE IS GIVEN TO SECURE THE FOLLOWING:

1. Performance by Mortgagor of the covenants and agreements of Mortgagor contained in this mortgage instrument;
2. The payment of that certain promissory note of even date in the principal sum of \$ 33,000.00 with interest as provided in said note, payable to the order of Mortgagee; and,
3. Payment of any sum or sums advanced, incurred, or paid by Mortgagee, to, for, or on account of Mortgagor as provided in this mortgage instrument.

TO HAVE AND TO HOLD the said mortgaged property to the said Mortgagee, his heirs, executors, administrators, successors and assigns until the obligations secured by this mortgage instrument have been fully discharged.

MORTGAGOR COVENANTS AND AGREES:

1. Warranty of Title: That he is lawfully seized of the above described real property in fee simple, has good right and lawful authority to mortgage the same, and that said real property is free from all encumbrances, except as above set forth, and that Mortgagor will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure of this mortgage instrument, but shall run with the land.
2. Waiver of Homestead and Exemption: That he does hereby release and waive all rights under and by virtue of any homestead or exemption laws now in force, or which may hereafter become law.
3. Prompt Performance and Payment: To perform all obligations and pay all sums of money (both principal and interest at the rates specified in the note or in this mortgage instrument) secured hereby promptly when due.
4. Protection of Security: To comply with all laws, rules and regulations made by any duly constituted authority applicable to the mortgage property; to keep the mortgage property free from liens of any kind; not to commit or permit any waste to or on the mortgage property; not to permit or commit anything which shall impair the security created by this mortgage instrument; to keep the mortgage property, including, but not limited to the buildings presently thereupon in good condition and repair so long as the same exists; provided, however, that the Mortgagor shall have the right to remove or demolish any of the buildings at any time.
5. Payment of Taxes and Assessments: To pay regularly and seasonably, and before the same shall become delinquent, all taxes, assessments, and charges of whatever nature (including additional charges by reason of change of use) levied and assessed against the mortgaged property, or any part thereof.
6. Fire Insurance: To keep buildings and improvements now on, or hereafter placed upon, the above

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

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

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

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

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

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

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

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

KLAMATH PUBLISHING CO.

By Bradley F. Henke, Vice President

By DeLancey B. Lewis, Secretary
Mortgagor

E. P. Wicker
E. P. Wicker

Ina Louise Wicker
Ina Louise Wicker
Mortgagee

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STATE OF WASHINGTON

COUNTY OF KING

On this 9th day of January, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared BRADLEY F. HENKE and DeLANCEY B. LEWIS, to me known to be the Vice President and Secretary,

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respectively, of KLAMATH PUBLISHING CO., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of
Washington, residing at Seattle

Return to KCTO.

STATE OF OREGON, COUNTY OF KLAMATH, ss
Filed for record at request of Klamath County Title Co.
this 11th day of January A. D. 1978 at 3:49 o'clock P. M., and
fully recorded in Vol. N78, of Mortgages on Page 719.

Wm. D. MILNE, County Clerk
By *[Signature]*

Fee \$12.00

EXHIBIT "A"

PARCEL 1: Lots 1 and 2 in Block 4 of Second Hot Springs Addition to the City of Klamath Falls according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, saving and excepting that portion contained in Parcel 2 as described below.

PARCEL 2: Beginning at a point on the Southeasterly boundary of Lot 2 in Block 4 of Second Hot Springs Addition to Klamath Falls, Oregon, which point is 143.0 feet Northeasterly from the most Southerly corner of said Lot 2; thence Northwesterly along a line parallel to Pine Street, 32.0 feet, more or less, to the Southeasterly boundary of the U.S.R.S. main canal; thence Northeasterly along the Southeasterly boundary of said canal, 112.5 feet, more or less, to the Northeasterly corner of said Lot 2; thence Southwesterly along the Southeasterly line of said Lot 2, 107 feet, more or less, to the point of beginning.