## 45465

## MORTGAGE

	MORIGAGE		
CHARLES A. FISHER and RONATH R	29th day of PHAIR, married	March men.	, 19 <u>78</u> betwee
herein called, Mortgagor, and WESTERN BANK a	n Ozegon banking corp	oration, herein called "Mortga	gee", bridge Archogre in sign
such reconstruction or regar.		formance of any of the cov	ទីលេខ មាន សម្រាប់ មានសម្រាប់ មាន សមាន សមាន
to the application of the insurance proceeds to th	WITNESSETH.	d of interest of the involve	process transplantage of the
or reconstruct spull not arise nuless the prestance income, i. For value received by the Marchis arises	etail consent	per annum	where in the newment of the
on upper For value received by the Mortgagor from unto the Mortgagee all the following described propulation at the flux of each loss of damage provides	TO THE PARTY OF TH	GLID Commercial County Oregon	L. to-write
Lot 3. Block, 15, Tract, No. 1148, SI	COND ADDITION T	O'THE MEADOWS STATE + 1	icem at the original among
Mongagor will not cut or perfait the gutting or re- umber without the written consent of Morigages. 1	lat il any of requirer	ie transferes such into mo La the transferes were a new truntessorably Wischold its in	riotal appropriate marketers
agreemmental rules and regulations with reletence	nerelo: mai Morting	ente consent to annu il trans	IGE DID THOUGH OUR WEST OFFI
in good order and repair and in tenantame con- Morterior will premptly comply with any and all a	amelpal sad the led	whether or results the list.	Abob leik ebbyennen gir. Do 100 aber er ektere 100 hab
will knup the real and personal property networks	se aprended Mortuge	on transfer the mierce in	want blothless of the here
2. That Mortgagor will not commit or per waste of the said premises, or any part thereof, the	mil strip or secured it Mortgepor p	bereas That be will not with all	he print written sowers of
interest as provided in the promissory note mention above.	the not	a nationed above afriches	or the greatest, and stold be
indebtednesses secured betaby, each such paying	nt to any and any	e penega soran avred and a a Ale per annum, or at the	IA RECEIP OF HEREF DESCRIPTION OF ME
such highlight to the principal balance their unit	aid or the charges,	make hav reduce of the bill	order of the country tection ent-
he mayable from the foun trust funds, when the same and parable, and Mortgages may then add the am	ong or my det	gaucht on its part so to do, produce any insurance: (22)	THE SEXES OF TISHE OF HEIMSE
marticular monercy and all other charges which wou	ic otherwise done or	riormed, the Mortgogor ma	Carle obugue but Minore
Mortraces is authorized to pay taxes ansurance pren	quire on the qo. or b	of the acts of the	as of marking terms of the
directly to the payment of the principal balance, the the indubtednesses secured hereby, if Mortgages elec-	per organ	The in case the Markagora	sall (all, neglect or reluse to
Mortgarge's option, Mortgarge may apply an toan	filter remains for the co	the to the said property as	Territoria de la contracta de
any loss greating out of any defect in any that and	hones.	That he will execute or pro-	Hire such testiles assurance.
or not tertice charges are imposed, he subject to any failure to transmit any premiura to any insu-cor't		erty dumagen of acceptored.	
package (upe insurince policies, biotigages soall a	or succession and the	editing out of the least tot the	longs is becommended to
charges, for the concerion and accompanies of the	alling the land of	the process of any material to be appained by the pay	Dan O O Historieticze
covenants to pay said obligations or to-keet the great Mortgages may, from time to time stability sort	Martiness.	WARRANGE THE TOP OF THE PARTY	A DO PRINCIPATION OF THE CONTRACTOR OF THE
Morabuse to discuss the more of repert sections	SE TROUT UP - ST. 12 - ST.	在注意以外的表现。1940年12 ming.	tailteach in bander all the about
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together with the tenements, here taments and applications but not limited to roads and easements in	7. W. T.	<b>经数据的数据的 医二氏 经</b> 美国的 医红色色	<ol> <li>Application of the property of the strength of the property of th</li></ol>
including but not limited o roads of easements u building stuated upon said property, including but	sed in connection with	the premises; also, all fixtu	r in anywise appertaining,
neaters, fuel storage recentacles; plumbing gentilet	<b>"这种是对于是一个,这种是有的</b>	manie and lixtures, lurnace	and heating system, water
shutters, capinets, built-ins, lincleums and floor		Telegia, done,	window snades and blinds.
freezers, dish grees; and all one fixtures now or hereafter planted r growing thereafter planted r growing thereon; and	ereafter installed in or	on the premises; and any shru	oberv. flora or timber now
or in part, all of which are hereby declared to be	Geographic (E.S. Parker Ross)	nts of any one or more of th nd; and all the rents, issues :	e foregoing items, in whole and profits arising from the
TO HAVE AND TO HOLD the same the	Pitt.	6.25 中国国际 15 在11国际运行	\$\$16. September in the particular to
The Mottgagor does hereby covenant to and said real property, that it is the absolute owner of a			
said real property, that it is the absolute owner of a encumbrances of every kind and nature, and that it wi	il items of property de	at the Mortgagor is lawfully	seized in fee simple of the
sup (p) in summer dead in an algorithm of the conveyance is intended as a mortgage, by the Mortgagor kept and performed and to recover	one performance of the configuration of the configu	70 englikusing a me	talitable specification and
accordance with the tenor of a certain promissory not provide a span estimate to be sufficient to handace.	e executed by the fitting	arles A. Fisher and	The Life of the Market Street Court of the C
dated March 29 19 78 payable to	andami - sileh Meile	chthair an easteragasta com c	
each plus interest; observe vices 10 70	Saykondsah maraka	iasaa ni maranneniz ol not le	s than \$ 40, /00.00
paraple This Mortage is Sectional Council at Section 19	when the balance then	remaining unpaid shall be not	TAGNIE MONEUTA
This Mortgage is also given as security for the Mortgagor to the Mortgage now existing or hereafter	e payment of any and	all Other indebtednesses all	n istoros en mas os massos. Policinas
Mortgagor to the Mortgagee now existing or hereafter including but not limited to such as may arise from e	arising, matured or to	mature, absolute or continge	nt and wherever payable,

including but not limited to such as may arise from endorsements, guarantees, acceptances, bills of exchange, promissory notes, or other paper discounted by the Mortgagee or held by the Mortgagee, or taken as security for any loans or advances of any limit of the contract of the contra

siber taper discounted by the Morigasee or held by the Morigages, of taken as secuely less any active consistency of a uction of The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

That Mortgagor will pay when due the indebtednes hereby secured, with interest as prescribed by said note, and will of each installment of principal and interest, such amount as Mortgagee shall estimate to be sufficient to produce, at least one month prior to the time when payment thereof shall become due, the amount of (a) ctaxes, assessments and other governmental rates and charges against said premises (herein all called "taxes") and (b) premiums upon insurance against loss or damage to said premises (said amounts being referred to hereinafter as "loan trust funds"). If the sums so paid shall be less than sufficient for said purposes. Mortgagee will also pay, upon demand, such additional sum as Mortgagee shall deem necessary therefor. If Mortgagor desires a "package" plan of insurance which includes coverage in addition to that required under this mortgage, Mortgagee may, at its option, establish and administer a reserve for that purpose. If the package plan reserve is not sufficient to pay the renewal premium on a package plan policy, then Mortgagee may use such reserve to pay premiums on a policy covering only risks required to be insured against under this mortgage and allow the package plan policy to lapse. Mortgagee shall, upon the written direction of Mortgagor, and may, without such direction, apply sums paid by Mortgagor and held by Mortgages to the purposes aforesaid; but the receipt of such sums shall not, in the absence of such direction, impose any duty upon Mortgagee to disburse the same or relieve Mortgagor from his covenants to pay said obligations or to keep the premises insured Mortgagee may, from time to time, establish reasonable service charges for the collection and disbursement of premiums on package-type insurance policies. Mortgagee shall not, whether or not service charges are imposed, be subject to any liability for failure to transmit any premiums to any insurer or by reason of any loss growing out of any defect in any insurance policy. A Mortgagee's option, Mortgagee may apply all loan trust funds directly to the payment of the principal balance then unpaid on the indebtednesses secured hereby; if Mortgagee elects so to do, Mortgagee is authorized to pay taxes, insurance premiums on the mortgaged property and all other charges which would otherwise be payable from the loan trust funds, when the same become due and payable, and Mortgagee may then add the amount of any such payment to the principal balance then unpaid on the indebtednesses secured hereby, each such payment to bear interest as provided in the promissory note mentioned hereinabove.

That Mortgagor will not commit or permit strip or waste of the said premises, or any part thereof; that Mortgagor will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that Mortgagor will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that Mortgagor will not cut or permit the cutting or removal of any timber without the written consent of Mortgagee, that if any of the said property be damaged or destroyed by any cause, Mortgagor will immediately, reconstruct or repair, the same so that, when completed, 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 covered by insurance payable to Mortgagee, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of the insurance proceeds to the expense of such reconstruction or repair.

3. That he will, at his own cost and expense, keep the building or buildings now or hereafter upon and premises, together with all personal property covered by the lien hereof.

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insured against loss by fire and against loss by such other hazards pay, when due, all other sums secured hereby, and all taxes, liens insurance companies satisfactory to or designated by the as the Mortgagee may from time to time require, in one or more and utility charges upon said premises, or for services furnished. Mortgagee in an aggregate amount not less than the amount of the indebtedness here by secured (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor 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 hazerds than those required, shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and 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 expiration of any policy or policies he will deliver to the Mortgagee satisfactory renewals 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 sustained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the performance 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 insurance is prejudiced by the acts or omissions of the Mortgagor or 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 proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed,

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the

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 on its part so to do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repair, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 8% per annum, or at the rate of interest set forth in the note mentioned above, whichever is greater, 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 transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee 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 and may increase the interest rate on the indebtedness hereby secured by not more than one

7. That, if any default be made in the payment of the principal or interest of the indebtednesses hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgages may, at tits option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

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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

ment shall where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" 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 assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee 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 releases 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 Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall 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 Mortgagee or at the mortgaged premises and

IN WITNESS WHEREOF, the Mortgagor_	g ha ve bereunto set <u>their</u> hand g and seal <u>s</u>
day and year first hereinabove written.	
	Photo Fish SE
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	Charles A. Fisher  Januald Bouri (SE
A Comment of the Comm	Ronald E. Phair
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County of Klamath	
March 29 A.D. 19 78	$\sum_{i=1}^{\infty} s_i$
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	Charles A. Fisher and Ronald E. Phair,
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Personally appeared the above-named	their voluntary act and deed. Before me:
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Personally appeared the above-named	voluntary act and deed. Before me:  Cosalini W. 7720-10-10-10-10-10-10-10-10-10-10-10-10-10
Personally appeared the above-named	their voluntary act and deed. Before me:
Personally appeared the above-named	voluntary act and deed. Before me:  Cosalini W. 7720-10-10-10-10-10-10-10-10-10-10-10-10-10
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Personally appeared the above-named	their voluntary act and deed. Before me:  Conclusion My 7770-machaell  Notary Public for Oregon.  My Commission Expires: 2-9-82  LAMATH; ss.  sent was received and filed for record on the 30th day of o'clock M, and duly recorded in Vol. M78
Personally appeared the above-named	their voluntary act and deed. Before me:  Conclusion My 7770-rand all  Notary Public for Oregon.  My Commission Expires: 2-9-82  LAMATH; ss.  sent was received and filed for record on the 30th day of o'clock M, and duly recorded in Vol. M78