48261 Indenture, made this 5th	MTC 639/ VOI.M-10 F
****Charles R. Wright and Marl	day of May 18 PG 01
called "Mortgagor", and FIRST NATIONAL BANK OF OREC	20N a series
WITNESSETH:	CON, a national banking association, hereinafter called "Mortgagee";
$A_{ij}$	
received by the Mortgagor from the Mortgagee, the	he Mortgagor has bargained and sold and does hereby grant, bargain, sell and co
unto the Mortgages, all the following described property situate	inKlamath
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the office of the County Clerk of	ing to the official plat thereof on file in
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together with the tenements, herealth	ow or hereafter thereunto belonging or in anywise appertaining; also all such a remises, as are ever furnished by landlords in letting unfurnished buildings similating, but not exclusively, all fixtures and personal property used or integrating, lingleum and eather
the absolute owner of the said personal property, that the said real that he will warrant and forever defend the same against the lawful of	gee, its successors and assigns, forever.  [agee, that he is lawfully seized in fee simple of the said real property, that he is and personal property is free from encumbrances of every kind and nature, and claims and demands of all persons whomsoever.
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piration 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 Mortgage 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 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 annum 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 the 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 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 Mortgage may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

7.11.3

- 8. That, in the event of the institution of any suit or close 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 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: 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 tise, 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.
- 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 "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include Temtine 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 the time of payment or 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 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. Personally appeared STATE OF OREGON who being duly sworn, did say that he, County of Ylamath , is the May 5 . 19 78 and he, . Personally appeared the above named \*\*\*\*Charles R. Uright and Marlis M. Wright which • of and acknowledged the foregoing instrument to be

The Ist

Voluntary det and deed.

Before me:

Notary Public for Oregon

My commission expires: My Commission Expires July 10, 1981 a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation (provided said corporation has such seal) and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be authority of its Board of Di its voluntary act and deed. Before me: Notary Public for Oregon My commission expires: Petun To: FIRST NATIONAL BANK OF ORECON Portland, Oregon STATE OF OREGON, ) County of Klamath ). filled for record at request of Mountain Title Co. Marife H. Wright on the 15th ay of May A.D. 19 78 3:26 o'clock P M. and duly reco ded in Vol. M78 of Mortgages Fage\_\_\_10098 Wm D. MILNE, County Clerk By First tas & fels of Deputy

Foe \$6.00