

54934

MORTGAGE

Vol. ^{3M} 78 Page 20288

THIS INSTRUMENT made this 6th day of September 1978 between
 HARRY C. LEWIS and NELDA L. LEWIS, husband and wife
 known as "Mortgagor", and WESTERN BANK, an Oregon banking corporation, herein called "Mortgagee",

WITNESSETH:

For value received by the Mortgagee from the Mortgagor, the Mortgagor does hereby grant, bargain, mortgage and convey unto the Mortgagee all the following described property situated in Klamath County, Oregon, to-wit:

Lot 6, Block 13, Sixth Addition to Sunset Village.

together with the tenements, hereditaments and appurtenances now or hereafter thereto belonging or in anywise appertaining, including but not limited to roads and easements used in connection with the premises; also, all fixtures, buildings and parts of buildings situated upon said property, including but not limited to electric wiring and fixtures; furnace and heating system, water heaters; fuel storage equipment; plumbing, heating, water and irrigating systems; screens, doors, window shades and blinds, closets; cabinets, built-ins, linens, and other coverings, built-in stoves, ovens, garbage disposals, air conditions, refrigerators, freezers, dishwashers, and all other fixtures now or hereafter installed in or on the premises; and any shrubbery, flora or timber now growing or hereafter planted or growing thereon, and any and all improvements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land; and all the rents, issues and profits arising from the mortgaged property.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

The Mortgagee does hereby covenant to and with the Mortgagor that the Mortgagor is lawfully seized in fee simple of the said real property, that it is the absolute owner of all forms of property described hereinabove, that the said property is free from encumbrances of every kind and nature, and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever, excepting that mortgage at Klamath First Federal Savings and Loan.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor kept and performed and to secure the payment of the sum of \$11,600.00 and interest thereon in accordance with the terms of a certain promissory note executed by Bradley C. Lewis and Nelda L. Lewis

dated September 6, 1978, payable to the order of the Mortgagee in installments of not less than \$11,600.00 per month, with interest, hereinafter set forth, when the balance then remaining unpaid shall be paid.

This Mortgage is also given as security for the payment of any and all other indebtednesses, obligations or liabilities of the Mortgagor to the Mortgagee now existing or hereafter arising, matured or to mature, absolute or contingent 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 kind, sort or description whatsoever.

8. That, in the event of the institution of any suit or action for foreclosure this mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may award reasonable as attorney's fees in connection therewith and such further sums as the Mortgagor shall have paid or incurred for costs and disbursements in such suit or action, extensions of abstracts or of the 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 Mortgagor 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 he may receive or be entitled to 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 receive all rents actually paid to and received by him prior to such default.

9. The word "Mortgagor", and the last page of this instru-

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 Mortgage 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 deposited in any post office, station or letter box.

BY WITNESS MY HAND, the Mortgagor Bradley C. Lewis hereunto set their hand S and seal S the day and year first hereinafore written.

Bradley C. Lewis (SEAL)
Nelda L. Lewis (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF OREGON

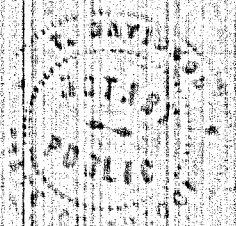
County of Klamath

September 6 A.D. 1978 } ss.

Personally appeared the above-named Bradley C. Lewis and Nelda L. Lewis

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

(Notary Seal)



7601

My Commission Expires: April 19, 1980

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of September A.D., 1978 at 10:22 o'clock A M., and duly recorded in Vol. 178, of Mortgages on Page 20238.

FEE \$9.00

WM. D. AILLINE, County Clerk

By Richard R. Ridd Deputy