THIS INDENTURE, made this 25th day		, 19 <u>78</u> between
JAMES A. BINGHAM and BERNADINE K. BINGHAM, hu		
herein called "Mortgagor", and WESTERN BANK, an Oregon banki	ing corporation, herein called "Mortgaged	ta pro un seculoristi.
2002 Manufactor of 1952).	igo begoingant o to i	a talah di Malaksa Kabupatén Kabupatén Kabupatén Kabupatén Kabupatén Kabupatén Kabupatén Kabupatén Kabupatén K Kabupatén Kabupatén
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[발발] [발발발발] (1)발집합 [발발발발] 발 대한 경화[발발] 다 되었습니다. 발 발전 [[원본부] 여억 스카트 [미인 전통 기기 (부모인으로		
have provided by the Mortgagor, from the Mortgagee	e, the Mortgagor does hereby grant, barg	ain, mortgage and convey
funto the Mortgagee all the following described property situated in specific at the stine of case from a quantitative part that it seeds	Klamath County, Oregon,	
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together with the tenements, hereditaments and appurtenances including but not limited to roads and easements used in come buildings situated upon said property, including but not limited heaters, fuel storage receptacles; plumbing, ventilating, water a shutters; cabinets, built-ins, linoleums and floor coverings, buil freezers, dishwashers, and all other fixtures now or hereafter instagrowing or hereafter planted or growing thereon; and any and all or in part, all of which are hereby declared to be appurtenant	ection with the premises; also, all fixtu to electric wiring and fixtures; furnace and irrigating systems; screens, doors; a ti-in stoves, ovens, garbage disposals, a alled in or on the premises; and any shru replacements of any one or more of th	res, buildings and parts of and heating system, wate window shades and blinds or conditions, refrigerators berry, flora or timber now e foregoing items, in whole
mortgaged property.	County beginned and the second of the second	a karangan balang di sasa
TO HAVE AND TO HOLD the same unto the Mortgagee,		The second of the second of the second
The Mortgagor does hereby covenant to and with the M said real property, that it is the absolute owner of all items of a encumbrances of every kind and nature, and that it will warrant an all persons whomsoever. Excepting that Mortgage to	property described hereinabove, that the identification of the law and against the law	said property is free from vful claims and demands o
This conveyance is intended as a mortgage to secure per	rformance of the covenants and agreeme	
by the Mortgagor kept and performed and to secure the payment	t of the sum of \$ 27,000.00	and interest thereon i
accordance with the tenor of a certain promissory note executed by	by James A. Bingham and Bern	
Windsans and contain to antice a second to the second	ge with the America (pro 1998) in the	

This Mortgage is also given as security for the payment of any and all other indebtednesses, obligations or liabilities of the Mortgage 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 tind sort or description whatsoever.

March 24, 19 79 when the balance then remaining unpaid shall be paid.

That Mortgagor will pay, when due, the indebtedness hereby secured, with interest as prescribed by said note, and will pay, when due, all other sums secured hereby, and all taxes, liens and utility charges upon said premises, or for services furnished thereto. In addition thereto, he will pay, at the time of payment 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) taxes, 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 Mortgagee 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. At 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 said premises, together with all personal property covered by the lien hereof,

insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby 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 hazards 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 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 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 percent per annum.

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 Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

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

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

until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain it possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.	y such persons or to the Mortgagor at the large furnished to the Mortgagee or at the mortg	aged premises and
9. The word "Mortgagor", and the language, 52	their band S	and seal_S
IN WITNESS WHEREOF, the Mortgagor S ha	ve nereuno set	:11
the day and year first hereinabove written.)
	(free l. Buyle	(SEAL)
	Lames A. Bingham	(SEAL)
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	Bernadine K. Bingham	(SEAL)

	골면속되면 걸레다임하는 <u>되고요 1</u>	(SEAL)
	활근로 고급물을 가을 잃다.	
STATE OF OREGON		
County of ** ZANE \ Ss.		
SEPT 25 AD. 1978.		
Personally appeared the above-named	A. BINGHAM AND BE	ERNADINE
K. BINGHAM	C land and specific defore me:	
and acknowledged the foregoing instrument to be	2 Volumary and Diamond	
Keturo Go:	-11X///////////-	
(Notery Seal) WESTERN BANK	Notary Public for Oregon	
D O Roy 669	My Commission Expires: 9/19/79	<u> </u>
Klameth Falls, Ore. 97601		
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LEGAL DESCRIPTION EXHIBIT

P BEB 22111

The following described real property in Klamath County, Oregon:

A tract of land situate in Section 5, Township 40 South, Range 10 East of the Willamette Meridian, more particularly described as

Beginning at the most Northwesterly corner of above said tract of real property, which corner lies at the intersection of the Easterly right of way boundary of the Burlington Northern Inc. railroad and the Easterly right of way boundary of the U.S. G-1 Lateral irrigation canal; thence along said irrigation canal right of way boundary North 11: 29: 30" East 383.44 feet and North 78° 16' East 311.64 feet to a inch galvanized from pipe marking the true point of beginning of this description; thence continuing along above said canal right of way boundary North 35° 58! East 478.25 feet, more or less, to the Southerly right of way boundary of U.S.G. Canal; thence along said boundary South 56° 23' 30" East, 223.80 feet South 58° 36' East, 366.50 feet and South 86° 24' East, 317.60 feet to a kinch galvanized iron pipe in alignment with an existing North-South fence line; thence along said fence alignment South 5° 55' 30" West 1098.40 feet and South 0° 48' 30" East, 72.20 feet, more or less, to a point on the North boundary extended of that parcel of real property described and recorded in M-70 at page 9929 of Deed Records of Klamath County, Oregon and distant 60.45 feet from the Northeast corner thereof; thence South 83° 01' 45" West along said boundary and boundary extended a distance of 992.05 feet, more or less, to a inch galvanized iron pipe which is distant 153.70 feet Easterly from the most Northwesterly corner of aforesaid parcel of real property; thence North 1232.84 feet to the true

TOGETHER WITH the following described real property in Klamath County, Oregon:

A tract of land situated in Section 5, Township 40 South, Range 10 East of the Willamette Meridian, more particularly described as Section 5: Beginning at the Southwest corner of the NW4SE4 of said Section 5; thence North along the center line of Section 5 to the westerly right of way of the G Canal as now located; thence North-westerly along the Southerly line of the G Canal to a point that is and South 86° 24' East 223.80 feet; South 58° 36' East 366.50 feet, South 86° 24' East 317.60 feet from its intersection with the 55' 30" West 1098.40 feet; thence South 0° 48' 30" East 72.20 feet to the true point of beginning; thence South 83° 01' 45" West 60.45 feet; thence South 0° 48' 30" East 923.30 feet to the South line of 923 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion lying within the Dehlinger Lane right

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I hereby certif	y that the within instrument A.D., 19 <u>78</u> at <u>2.24</u> Ages On Page 22	was received and filed	for record on	the 4th day of
of <u>Mortg</u>	nges on Page 22	108 WM D MILE	duly recorded	in Vol <u>M78</u> ,

FEE___\$12.00

WM. D. MILNE, County/Clerk
By Democha Adds th Deputy

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