	identure, 60107 18 Vol. MAX Page 28571
Joseph M.	Kingsbury and Hannelore A. Kingsbury, Husband and Wife
	August and Wife
601 Main 6	or", and FIRST NATIONAL BANK OF OREGON, a national banking and in the state of the
The state of the s	or", and FIRST NATIONAL BANK OF ORECON, a national banking association, hereinafter called "Mortgagee" whose address treet, Klamath Falls Branch, Klamath Falls, Oregon 97601
WITNESS	
For value rece	ived by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and co
unto the Mortgage	ee, all the following described property situate in Klainath
Lot 6, Blo	Ck 6. First Additional Property situate in Klamath County, Oregon, to w
of Oregon.	ck 6, First Addition to Keno Whispering Pines, in the County of Klamath, Stat
) }	
•	
together with the to paratus, equipment	enements, hereditaments and appurtenances now or hereafter thereupte below:
together with the t paratus, equipment to the one situated of use for plumbing, l counters, and other property or any par	enements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, also all such on the real property hereinabove described, including, but not exclusively, all fixtures and personal property used or intended store, office and trade fixtures; also the rents, issues and profits arising from or in congregatations, and shelving thereof.
counters, and other property or any par	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the rents.
counters, and other property or any par	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended the thereof. and Up Hold the same unto the Mortgagee, its successors and assigns, forever.
Counters, and other property or any par To Haue And the Mortgag	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the rents.
counters, and other property or any par Tu Huue And the Mortgag the absolute owner of that he will warrant	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended thereof. and To Hold the same unto the Mortgagee, its successors and assigns, forever. gor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he and forever defend the same against the lawful claims and demands of all persons whomsoever.
Counters, and other property or any par Cn Haue And the Mortgagine absolute owner othat he will warrant This conveyance	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended thereof. and other floor coverings attached to floors, and shelve thereof. and other floor or in connection with the said real and personal profits arising from or in connection with the said real and personal of the said real and personal property covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he said personal property, that the said real and personal property is free from encumbrances of every kind and nature, a and forever defend the same against the lawful claims and demands of all persons whomsoever.
counters, and other property or any par Un Haue And the Mortgag the absolute owner of that he will warrant This conveyance and performed, and	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended thereof. and other floor coverings attached to floors, and shelve thereof. and other floor coverings attached to floors, and shelve thereof. and other floor or in connection with the said real and personal property. The said real property is free from encumbrances of every kind and nature, and forever defend the same against the lawful claims and demands of all persons whomsoever. is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor ke to secure the payment of the sum of \$
Counters, and other property or any par Cr Haue And the Mortgag the absolute owner of that he will warrant This conveyance and performed, and and interest thereon in	is store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended thereof. and To Hold the same unto the Mortgagee, its successors and assigns, forever. gor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he said personal property, that the said real and personal property is free from encumbrances of every kind and nature, a and forever defend the same against the lawful claims and demands of all persons whomsoever. is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor ke to secure the payment of the sum of \$
Counters, and other property or any par Cr Haue And the Mortgag the absolute owner of that he will warrant This conveyance and performed, and and interest thereon in	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended thereof. and other floor coverings attached to floors, and shelve thereof. and other floor or in connection with the said real and personal profits arising from or in connection with the said real and personal of the said real and personal property covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he said personal property, that the said real and personal property is free from encumbrances of every kind and nature, a and forever defend the same against the lawful claims and demands of all persons whomsoever.
Counters, and other property or any par Cr Haue And the Mortgag the absolute owner of that he will warrant This conveyance and performed, and and interest thereon in	is store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended thereof. and To Hold the same unto the Mortgagee, its successors and assigns, forever. gor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he said personal property, that the said real and personal property is free from encumbrances of every kind and nature, a and forever defend the same against the lawful claims and demands of all persons whomsoever. is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor ke to secure the payment of the sum of \$
And the Mortgage the absolute owner of that he will warrant. This conveyance and performed, and interest thereon in Kingsbury, Hi	is store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended to thereof. and Un Hold the same unto the Mortgagee, its successors and assigns, forever. gor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he said personal property, that the said real and personal forever defend the same against the lawful claims and demands of all persons whomsoever. is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor ke to secure the payment of the sum of \$ Twenty Thousand and 00/100— in accordance with the tenor of a certain promissory note executed by Joseph M. Kingsbury and Hannelore usband and Wife
And the Mortgag the absolute owner of that he will warrant This conveyance and performed, and interest thereon in Kingsbury, High ated	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended to thereof. and To Hold the same unto the Mortgagee, its successors and assigns, forever. gor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he said personal property, that the said real and personal property is free from encumbrances of every kind and nature, a and forever defend the same against the lawful claims and demands of all persons whomsoever. is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor ke to secure the payment of the sum of \$ Twenty Thousand and 00/100— in accordance with the tenor of a certain promissory note executed by Joseph M. Kingsbury and Hannelore assband and Wife
And the Mortgage the absolute owner of that he will warrant. This conveyance and performed, and interest thereon in Kingsbury, Hi	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property used or intended to thereof. and To Hold the same unto the Mortgagee, its successors and assigns, forever. gor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he said personal property, that the said real and personal property is free from encumbrances of every kind and nature, a and forever defend the same against the lawful claims and demands of all persons whomsoever. is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor ke to secure the payment of the sum of \$ Twenty Thousand and 00/100— in accordance with the tenor of a certain promissory note executed by Joseph M. Kingsbury and Hannelore assband and Wife
And the Mortgage the absolute owner of that he will warrant. This conveyance and performed, and interest thereon in Kingsbury, High and the Conveyance and the conve	store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and person at thereof. and To Hold the same unto the Mortgagee, its successors and assigns, forever. gor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real properts, that he said personal property, that the said real and personal property is free from encumbrances of every kind and nature, a and forever defend the same against the lawful claims and demands of all persons whomsoever. is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor ke to secure the payment of the sum of \$ Twenty Thousand and 00/100— in accordance with the tenor of a certain promissory note executed by Joseph M. Kingsbury and Hannelore usband and Wife 19 78 , payable to the order of the Mortgagee in installments not less that the day of each months.

The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

- 1. That he will pay, when due, the indebtedness hereby seemed, with interest, as prescribed by said note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.
- 2. That he will not commit or permit strip or waste of the said premises or any part thereof; that he will keep the real and personal property hereinabove described in good order and repair and in tenant able condition; that he will promptly comply with any and all municipal and governmental rules and regulations with reference thereto, that if any of the said property be damaged or destroyed by any cause, he 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 caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mort-

gagee shall $e^{i\omega}$ int to the application of insurance proceeds to the expense of such v onstruction 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 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 Mortgager shall insure to the amount of the full insurable valuely that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and provisions as the Mortgagee shall require and shall provide, in such forms as the Mortgagee may preceibe, that loss shall provide in such forms gagee; that all such policies and excepts showing full payment of premiums therefor shall be deboged or and retained by the Mortgagee during the existence of this meregage, that at least 5 days prior to the ex-

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 fained, ne 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 inthe property insured and, it it suan appear to the atorigagee 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 the coverage is madequate, the storagagor will be such acts and united and obtain such further insurance as the Mortgagee may require: that the Mortgagee may, at its option, require the proceeds of any insurance of the insuranc 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

- . 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 to so do, and without waiver of such default, procure any inns part to so do, and without waiver of such derault, procure any in-surance, pay any taxes of liens of utility charges, make any tepairs, of do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 10° per annum, and shall be secured
- 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 transferre assumes or agrees to pay the indebtedness herely 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 gages shan not unreasonably withhold its consent. As a continion of its consent to any transfer, Mortgages 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 contributedness harable secured by not more than one percent over annum 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 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 terrors and the mortgage, the Mortgage will be a suit or action to terrors. close this mortgage, the Mortgagor will pay such sum as the trial court and and and appellate court may adjudge reasonable as attorney's fees in and assemble 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 search is or examination fees in connection therewith whether or not final judgment or decree therein be entered and all sale such an exercised hereby that a any such out, the court may, upon application of the plantiff or law or out recard to the condition of the integers or the advances of the condition of the respect or the advances of the condition of the respect or the advances. any such ont, the court may upon application of the plantiff a fixed out regard to the condition of the property or the adequacy of the courtry for this indebtedees hereby resured and without a receiver of Mortgagor or any one else, appoint a receiver to take provide and such as of all said mortgaged property and collect and receive any or advanced and which may arise or accure during the personner of the form of the which may arise or accure during the personner of the form of a amount to received shall be appoint to gradient of the personner or more of his envenants or agreements here one cannot a super-in possession of the mortgaged property and retain all and a super-to and received by him prior to such default.

a. The word "Mortguer", and the where there is more than one mericage. I birding jointly and severally open and a gager" shall apply to not be like a few and include familine and neuter All Fig. be finding upon he to the briefly of any anxions and inure to the briefly of the adagre and more reliable measures in a gauge. In the event of any transfer in the event and part thereof or any interest flatter and a lary or by operation of law, the Medical con-Morigagor or any one else, once or often veteral die time of payment grant renewals of indebtedness bereit leases or partial releases from the increases respect modify the terms here of without a con-primary bability of the Morriager for ea-hereby secured. No condition of this northern unless the same be expressly waited in writing to the Mortnates. We ever any notice, demand, or request is required by the termination by any law now in existence or hereafter charted such house to many or request shall be sufficient if personally served or other received the persons who shall at the time hold record title to the property here. described or if enclosed in a postpaid enchappe addressed to one or more of such persons or to the Mertgager at the last address a trailly furnished to the Mortgagee or at the mortgaged premises and deposite i

IN WITNESS WHEREOF, said Mortgagor has executed this indenture the day and year first ab

	MEREOF, said Mortgagor has executed this indenture the day and year first above written
many many many many many many many many	The of things and
	Hermeton A. Kingsbury
	CORPORATE ACKNOWLEDGEMENT STATE OF ORECON, G
\200 Jug }	to the state of th
STATE OF OREGON	and
County of Klamath ss. December 18, 19 78	who being duly sworn did southern
Fersonally appeared the above your Joseph A	and he.
Kingsbury, and Hannelore A. Kings Husband and Wife	Sbury.
and acknowledged the foregoing instruments	G. COTTONNELL
their voluntary act and deed. Before me:	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 scaled on behalf of said corporation by its woluntary act and dead its woluntary act and woluntary a
(SEAL) Notary Public for Oregon	authority of its Board of Directors; and he acknowledged said corporation by its voluntary act and deed. Before me:
My commission expires: My Commission Expires June 12,	Notary Public for Oregon My commission expires: (Scal)
II	1982
	STATE OF OREGON,
표	County of Klamath) Filed for record at request of
MORTGAGE	Transamorder ment
V 5	Transamerica Citle Co. on this
$\Sigma \parallel \parallel \parallel \parallel \parallel$	W. dod dow
E	OF WAR OF MORE AND
9	WATIONAL BY THE SECOND
2	By megicine 16 To Face \$6.00
	West Not Not Not Not Not Not Not Not Not No
Maria de la Servicio del Servicio de la Servicio de la Servicio del Servicio de la Servicio del Servicio de la Servicio de la Servicio de la Servicio del Servicio de la Servicio del Servicio de la Servicio del Servicio de la Servic	A F F F F F F F F F F F F F F F F F F F