sn Vol. M79 Por	0702 @
THIS INDENTURE, Made this	. <i>197</i> .9,
between JERRY 1. KURTZ and AZILE DEE KURTZ, husband and wife,	
ONNOUN TODINGAATA COURT IN TANK FISTATUTES IN THE SECOND SECTION SECTION SECTION.	
<u>iuv protivečni s pipuj seni s nituri s seniječes - 40 s jedni učenico nautovanije uženo s</u>	
as mortgagor, and RUG RUNNERS INC.; an Oregon Corporation	
<u>in an an</u>	- 22
DECENT AND ALC IN THE CONTRACT DEPONDED FOR THE STATE AND A DECENT AND A DECENT AND A DECENT AND A DECENT AND A	
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WITNESSETH, That the said mortgagor for and in consideration of the sum of.	EIGHT
THOUSAND SEVEN HUNDRED FIFTY-THREE AND 56/100s Dollars (\$ 28,75	17 <u>it</u>
paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mo	) and
assigns those certain premises situated in the County ofKlamath	ate of
Oregon; and described as follows:	
Lots 1, 2, and 3, Industrial Addition to the City of Klama Oregon, as recorded in the office of the County Clerk of F The County; Oregon.	AAlls, ,(h
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To define with all and sindular the terrorade for difference and	
Together with all and singular the tenements, hereditaments and appurtenances thereunto anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, iss	or in
therefrom, and any and all fixtures upon said premises at the time of the execution of this more	rofits
time during the term of this mortgage.	i any
	and

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THIS CONVEYAN	ICE is intended as a Mortgage to secure the payment of the sum	Y-ETO
	UNDRED FIFTY-THREE AND 56/100s	llars
( <u>\$ 28,753.56</u> ) in a	ccordance with the terms ofcertain promissory note	the
followingsubstar	ntiallycop.y, to-wit:	
<b>,</b> 753.56	Klamath Falls, OR, January 17	. 79 <i>19</i> 79
I (or if more than one n RUG RUNNERS,	naker) we, jointly and severally, promise to pay to the order of INC., an Oregon Corporation	
	<sub>at</sub> Klamath Falls, Oregon; or a ND SEVEN HUNDRED FIFTY THREE and 56/100	liected
interest thereon at the rate of	78 percent per annum from January 18, 1979 un	ay able in
thly installments of neuroscience of the minimum pays	ot less than $\$$ 300.00 in any one payment; interest shall be paid more neutrino above required; the first payment to be made on the 18th day of $\$$	i and ry
9 , and a like payment on the st has been paid; if any of said	ISCN day of CACH MOTICIT thereafter, until the whole installments is not so paid, all principal and interest to become immediately due a	lipal and line at the
nable attorney's fees and collect	his note is placed in the hands of an attorney for collection, I/we promise and a ion costs, even though no suit or action is filed hereon; however, if a suit or an	he at the holder's liled, the therein,
ed, heard or decided.	i lees shall be lixed by the court, or courts in which the suit or action, including	
	TO DEV VI	
	Contraction of the second	
The mortgagor warr mortgage are:	ants that the proceeds of the loan represented by the above described represented by the above described repres	this .
(a)* primarily for n tice below),	nortgagor's personal, family, household or agricultural purposes (see In	Nō-
(b) for an organize	ation or (even if mortgagor is a natural person) are for business or com	epur-
	n agricultural purposes.	
This indenture is t	urther conditioned upon the faithful observance by the mortgagor	fol-
lowing covenants hereby e	xpressly entered into by the mortgagor, to-wit:	
That	(동안에 가장 데이지)에 가지 않는 것 이렇게 잘 하는 것 같은 것 같	
	lawfully seized of said premises, and now ha NC a valid and u	ered
fee simple title thereto,	lawfully seized of said premises, and now ha .VC a valid and u	ered
tee simple title thereto,	lawfully seized of said premises, and now ha VC a valid and u	ered
tee simple title thereto,	lawfully seized of said premises, and now ha VC a valid and u	ered 5
	lawfully seized of said premises, and now ha .VC a valid and used of the same against the claims and demand	pered
and thattheywi		
and thattheywi sons whomsoever; Thatthey	ll forever warrant and defend the same against the claims and deman will pay the said promissory note and all installments of int	per-
and thattheywi sons whomsoever; Thatthey promptly as the same beck	Il forever warrant and defend the same against the claims and deman will pay the said promissory note and all installments of into ome due, according to the tenor of said note;	o per- reon
and thattheywi sons whomsoever; Thatthey promptly as the same beck with the solong as the	Il forever warrant and defend the same against the claims and deman will pay the said promissory note and all installments of into ome due, according to the tenor of said note; is mortgage shall remain in forcetheywill pay all taxes,	Der-
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and that	Il forever warrant and defend the same against the claims and deman will pay the said promissory note and all installments of into ome due, according to the tenor of said note; is mortgage shall remain in forcetheywill pay all taxes,	o per- reon ants,
and thatthey sons whomsoever; Thatthey promptly as the same beca """"That so long as the and other charges of even when joue and payable, a	Il forever warrant and defend the same against the claims and demand will pay the said promissory note and all installments of into ome due, according to the tenor of said note; is mortgage shall remain in forcetheywill pay all taxes, ry nature which may be levied or assessed upon or against the s	o per- recon nts, ises
and that	Il forever warrant and defend the same against the claims and demane will pay the said promissory note and all installments of into ome due, according to the tenor of said note; is mortgage shall remain in forcetheywill pay all taxes, ry nature which may be levied or assessed upon or against the s according to law, and before the same become delinquent; and will	per- reon nts, ises all
and that	Il forever warrant and defend the same against the claims and demand will pay the said promissory note and all installments of into ome due, according to the tenor of said note; is mortgage shall remain in forcetheywill pay all taxes, ry nature which may be levied or assessed upon or against the s according to law, and before the same become delinquent; and will ed or 'assessed on this mortgage or the debt thereby secured, and w hancs' liens or other incumbrances that might by operation of law	reon nts, ises all otly
and thattheywi sons whomsoever; Thatthey promptly as the same beck when due and payable, a taxes which may be levie pay and satisfy any mec become a lien upon the b	Il forever warrant and defend the same against the claims and deman will pay the said promissory note and all installments of inter- ome due, according to the tenor of said note; is mortgage shall remain in force <u>they</u> will pay all taxes, ry nature which may be levied or assessed upon or against the s according to law, and before the same become delinquent, and will ed or assessed on this mortgage or the debt thereby secured; and w hancs' liens or other incumbrances that might by operation of law mortgaged premises superior to the lien of this mortgage;	reon nts, ises all otly
and thattheywi sons whomsoever; Thatthey promptly as the same beck when due and payable, a taxes which may be levie pay and satisfy any mec become a lien upon the b	Il forever warrant and defend the same against the claims and demand will pay the said promissory note and all installments of into ome due, according to the tenor of said note; is mortgage shall remain in forcetheywill pay all taxes, ry nature which may be levied or assessed upon or against the s according to law, and before the same become delinquent; and will ed or 'assessed on this mortgage or the debt thereby secured, and w hancs' liens or other incumbrances that might by operation of law	reon nts, ises all otly
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and thattheywi sons whomsoever; Thatthey promptly as the same beck ""That so long as the and other charges of even when due and payable, as taxes which may be levie pay and satisfy any mech become a lien upon the bo- Thattheywi and will not commit or sut	It forever warrant and defend the same against the claims and deman ,will pay the said promissory note and all installments of into ome due, according to the tenor of said note; is mortgage shall remain in force <u>they</u> will pay all taxes, ry nature which may be levied or assessed upon or against the s according to law, and before the same become delinquent, and will ed or assessed on this mortgage or the debt thereby secured, and w hancs' liens or other incumbrances that might by operation of law mortgaged premises superior to the lien of this mortgage; ill keep all the improvements erected on said premises in good order	o per- vreon ants, ises all otly

proper public office or offices, as well as the cost of all lien searches made by filing officers or sea cies as may be deemed desirable by the mortgagee.....

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That so long as this mortgage shall remain in force they will keep the buildings

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or any which may hereafter be erected on said premises insured against loss or damage by f tended coverage, to the extent of \$......in some company or companies, said mortgagee.... and for the benefit of said mortgagee...., and will deliver all the policies and re of to said mortgagee..... ex-

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NOW, THEREFORE, if the seid mortgagor..... shall pay said promissory note....., an satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall otherwise to remain in full force and virtue as a mortgage to secure the payment of said note..... in accordance with the terms thereof and the performance of the covenants and herein contained; it being agreed that any failure to make any of the payments provided for in si this mortgage when the same shall become due or payable, or to perform any agreement here shall give to the mortgagee..... the option to declare the whole amount due on said note....., or u or on this mortgage, at once due and payable and this mortgage by reason thereof may be force time thereafter. And if the said mortgagor..... shall fail to pay any taxes or other charges or any ance premium as herein provided to be done, the mortgagee..... shall have the option to pay the payment so made shall be added to and become a part of the debt secured by this mortgage, at est at the rate of ten per cent per annum, without waiver, however, of any right arising from brothe covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall of the holder of the mortgage, without respect to the condition of the property herein described ceiver to collect the rents and profits arising out of said premises, and apply such rents and payment and satisfaction of the amount due under this mortgage, first deducting all proper co penses of the receivership.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor. all costs and disbursements allowed by law and such sum as the court may adjudge reasonab attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree a mortgagor... further promises to pay such sum as the appellate court shall adjudge reasonable a torney's fees on such appeal, together with the reasonable costs incurred by the mortgagee... for the title search, all such sums to be secured by the lien of this mortgage and included in the decree

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hand

year first above written.

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\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

No. 1306, er egeivalfat. STATE OF OREGON, JACKSON the loss deried characteristics causes a County of. monines SS Klamathe Intratio ликозгині ноліся BE IT REMEMBERED, That on this..... 17 day of January before me, the undersigned, a Notary Public in and for said County and State, personally appeared named \_\_\_\_Jerry L. Kurtz and Azile Dee Kurtz, husband and wife known to me to be the identical individual.S. described in and who executed the within instru acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand IN INTERESS BASSED my official seal the day and year last above am line IN Notary Public for Oregon. My Commission expires. 1-16-- 8 D S.42. isch sinne ic ne seue is ay the lien billigs more such mit includes fa 2 a Billing e, est ann ait garbarnan aige allear air al dhi tallean deere da dhi Sept. Because in the shop and is it is then as it is the first of the start of the start of the start of the start 12000 i vie - alian than any fadigment the main of the second second second second Walk with the count hand believed all costs and distance around to - 1-12, In the event of any space school beneficial a for the breeder of the multiple disputcience Insuranti Contain Los Mult bulkning were comparison of the second argument of an even of the second second second second cultur in which the restances could actually a ternic and states and , d., Mortgages õ certify that the within instru-Z *Title* seal No Р o'clock... received annar good and ₹ Ľ 5 M79 County of Klamath hand Record OREGON, book. ŝ 3.35 D. Milne 17 31 Clerk 0 Witness my (FORM Ŷ .<u>E</u> AN CAU County. County affixed recorded OF County \$12 ÷., Was eturn ंद at ATE wm. said Пее: 13.17 110 and By of (C 18 19 e la l enal finite dis militaries this morthugs when the same anall socenie day or parable, or to perform any design Derein controlised an build agreed that any routine to make any of the payments placed an anglanding with the lease thereat and the performance of the second uor÷ officientias in resolut in full froughting statistical as represented to some the resolution fullate and comple with the constraint induminion of lath line and WORK THEFTER AND THE AND ADDINATED TO ADDINATE AND ADDING THE ADDING TO ADDING THE ADDIN of to sud marting ( said murthafts would be the beautil of said monthages , and with desper if the p tended curvenge is the second of it del selector is out which this futners to contest on only because there's adde

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Loan Number Suc Los 12-5076 S ( Mar.) ut landing 保护预算机。 统治这些证明

November 24th ......day of ..... THIS MORTGAGE, Made the ..... 化的。在这种中的 描述,计算是Antropy hy

Jerry Lee Kurtz

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## Mortgagors, unto \_\_\_\_\_ The Oregon Bank - Downtown Br. LENDER

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WITNESSETH: That the said Mortgagors, in consideration of the sum of ..... Sixty Five Thous and ..... \* \* \* \* \* \* <u>(s.65,000</u> \* the receipt of which is acknowledged; and for the purpose of securing the repayment of the said sum with interest, and the the covenants hereinalter contained, do hereby grant, convey, mortgage and warrant unto the said Mortgagee the la property situated in the County of <u>Klamath</u> and State of Oregon described as

Lots 1, 2, and 3, Industrial Addition to the City of Klamath Fal.

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TO HAVE AND TO HOLD the granted premises and property, together with the tenements, hereditaments, rig appurtenances, now or hereafter belonging to or used in connection with the above described premises including improvements thereon (or that may hereafter be erected thereon), together with the reversions and remainders profits thereof, together with the following property which is and shall be deemed to be fixtures and a part of the plumbing, heating, cooking, cooling, ventilating, watering, irrigating apparatus, window shades, venetian blinds, windows and doors, shutters and awnings, floor coverings, machinery or any other fixtures and replacements thereof during the term of this mottgage belonging to or used in connection with the above described premises all of whic security for the indebtedness herein mentioned.

In addition thereto, the following described furniture, appliances and equipment or other fixtures and any repl which are and shall be deemed to be fixtures and a part of the realty, are included as security for the indebtedness to-wit:

And the Mortgagors hereby covenant with the said Mortgagee as follows:

FIRST: That this mortgage is given to secure the above sum, said sum to be paid in accordance with the terms of a certain pror 19 83

which said note or notes have a final maturity of <u>December</u> 5

SECOND: The security of this mortgage shall also extend to and cover any additional loan, loans or advances made by the mortgage

Party, Inc. DBA Oregon Carpet Exchange, or any of his successors in ownership in the real east RE-C 1138 7/76

THIRD: The Mortgagors warrant that they hold merchantable title to the above described premises and property in fee simple encumbrances other than those enumerated in the title insurance policy, if any, issued for the benefit of the Mortgagee in connectio transaction and accepted by the Mortgagee. Subject to such exceptions, the Mortgagors warrant and will forever defend the title against the persons. In the event any action or proceeding is commenced which questions Mortgagors' title or the interest or priority of the Mortgagee mortgage, Mortgagors shall defend the action or proceeding at their expense.

FOURTH: This instrument shall constitute a security agreement with respect to any personal property or fixtures or both included

At the request of the Mortgagee, Mortgagors shall join with the Mortgagee in executing one or more financing statements pursuant to the Commercial Code in a form satisfactory to the Mortgagee and will pay for filing the same in the proper public office or offices as well as the lien searches made by filing officers or searching agencies as may be deemed desirable by the Mortgagee. description of the property.

FIFTH: During the entire life of this mortgage the building and improvements erected and to be erected upon said premises, and property mortgaged herein if any, shall be kept insured by the Mortgagors against loss or damage by fire and such other hazards in such amou property mortgaged herein if any, shall be kept insured by the Mortgagors against loss or damage by fire and such other hazards in such amour periods and under such form and type of policy as shall be satisfactory to the Mortgagee. All the insurance written on the mortgaged property shall be made payable, in the event of loss, to the Mortgage and the Mortgagee shall be entitled to the possession of all such insurance value of all such insurance policies is hereby assigned to the Mortgagee as additional security to the during the life of this mortgage. The cash value of all such insurance policies is hereby assigned to the Mortgagee as additional security to the during the life of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, a the event of forcelosure of this mortgage or other transfer of title to the inforce shall pass to the Mortgagee. The Mortgagors will pay the p and interest of the Mortgagors in and to any such insurance policies then in force shall pass to the Mortgage or maintain such insurance as the same shall become due. The Mortgagee shall not be responsible for any failure to place or maintain such insurance of the mortgage or maintain such insurance as the same shall become due. and interest of the nonreagons in and to any such insurance poincies then inforce shall pass to the nonreager. The nonreagers will pay the said insurance as the same shall become due. The Mortgagee shall not be responsible for any failure to place or maintain such insurance, said insurance as the same shall become due. The Mortgagee shall not be responsible for any failure to place or maintain such insurance, of damage growing out of a defect or non-payment of loss under any such policy of insurance. If the premises or property covered hereby thereof, shall be damaged by fire or other hazards against which insurance is held, the amounts paid by any insurance company pursuant to of insurance, shall be paid to the Mortgagee and the amounts so received may be applied by the Mortgagee, at its option, either upon any secured by the mortgage, whether or not same are due, or released by the Mortgagee, at its option, for the repairing, replacing and rebuilding to be done and made subject to the approval of the Mortgagee and in a manner premises and property; said repairing, replacing and rebuilding to be done and made subject to the approval of the Mortgagee and in a manner to the Mortgagee.

Mortgagors shall promptly notify Mortgagee of any loss or damage which may occur to the mortgaged property. Mortgagee is hereby an Mortgagee's option, to make proof of loss if the same is not promptly made by the Mortgagors. Mortgagee may compromise with any insurar and make a final settlement which shall be binding upon Mortgagors.

SIXTH: The Mortgagors will pay before delinquency, and before any penalties, interest or other charges accrue or are added thereto SIX111: The Mortgagors will pay before deinquency, and before any penalties, interest or other charges accrue or are added therefore taxes, assessments, liens, charges for, the use of water on said premises, and any other charges or assessments which may become liens thereor taxes, assessments, liens, charges for, the use of water on said premises, and any other charges or assessments which may become liens thereor taxes, assessments, liens, charges for, the use of water on said premises, and any other charges or assessments which may become liens thereor taxes, assessments, liens, charges, and will keep said property free and clear of any and all liens for labor or material, or any lien whatsoever that may bed this mortgage. If any future law is passed taxing or assessing this mortgage or the Mortgage on account of its ownership of this mortgage may, upon the passing of such law, declare the entire debt hereby secured due and payable.

The assessor or tax collector of the county in which the mortgaged property is located is authorized to deliver to the Mortgagee a written the property taxes assessed or owing at any time.

SEVENTH: Together with and in addition to the monthly payments of principal and interest payable under the terms of the secured hereby, if said monthly payments are made by Mortgagors, the Mortgagors may agree to pay to the Mortgagee, until the said not

fully paid, the following: A sum equal to the premiums that will next become payable on policies of fire and other hazard insurance covering the mortgaged A sum equal to the premiums that will next become payable on policies of fire and other hazard insurance covering the mortgaged i taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagors are notified already paid therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and as become delinquent, such sums to be held by Mortgagee to pay such premiums, taxes and assessments. In the event that Mortgagors agree Mortgagee such sums, payment shall be secured by this mortgage and Mortgagors failure to make such payments shall be an event of default

EIGHTH: The Mortgagors will use said mortgaged premises only for lawful purposes and will not commit nor suffer strip or waste upo EIGHTH: The Mortgagors will use said mortgaged premises only for lawful purposes and will not commit nor suffer stip or waste upor and will not do or suffer to be done any act or thing which may in any way impair the security of this mortgage. The said premises ar improvements thereon shall at all times be kept in a sound state of preservation and in good repair; the character and usage of said proper changed, and alterations in the said premises or additions thereto shall not be made without the written consent of the Mortgagee. If changed, and alterations in the said premises or additions thereto shall not be made without the written consent of the Mortgagee. If premises are to be used for farming, Mortgagors will maintain and cultivate the same in a good and husbandlike manner, using approve preventing soil erosion thereon and of preserving the fertility of the cultivated portions thereof; will keep the orchards on said land progressing soil erosion thereon and of preserving the fertility of the cultivated portions thereof; will keep the orchards on said land progressing the fertility of the cultivated, pruned, sprayed and cared for; will not remove or demolish or permit the removal or demolishment of any building or boilding or building or b other improvements now or hereafter existing on said premises; will not cut or remove or permit the cutting or removal of timber from except for domestic use thereon; and will do all acts and things necessary to protect from pollution any and all surface waters, scepage springs and streams now or hereafter upon or used for irrigation or domestic purposes upon said, premises.

In the event of an actual or threatened destruction or removal of the improvements or property on said premises, or the breach of any in this paragraph "EIGHTH," the Mortgagee may, at its option, declare the entire debt hereby secured due and payable. All judgmen awards for injury to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their Mortgagee, who may apply the same to the indebtedness hereby secured in such manner as it may elect.

NINTH: Any structure being constructed on the mortgaged premises, or to be constructed, shall be completed within \_\_\_\_\_\_n date hereof. Mortgagors will perform all of the terms and conditions of Mortgagors to be performed pursuant to any commitmer construction loan agreement executed in connection with this mortgage. Failure of performance of any of such terms or conditions shall a under this mortgage. In the event of any such defaults the Mortgagee may, at its option, and in addition to any other remedies pro-construct declare the entire debt hereby secured to be immediately due and myable. contract, declare the entire debt hereby secured to be immediately due and payable.

TENTH: This mortgage and the note or notes hereby secured may be extended or modified by the Mortgagee at any time for the p TENTH: This mortgage and the note or notes hereby secured may be extended or modified by the Mortgagee at any time for the p without notice to any other person, firm or corporation and without releasing the Mortgagors or any subsequent guarantor or payor free hereunder or under said note or notes and without impairing, altering or affecting the lien of this mortgage in any way. Each of the agreements herein shall be binding upon, all successors in interest of each of the Mortgagors and shall inure to the benefit of any one or more the Mortgagee. And it is agreed that if any note or notes secured hereby be assigned and transferred by the Mortgage to any one or more the astimument of this mortgage, then the Mortgagee shall hold this mortgage in trust for the benefit of such assignee or assignees and the assignment of this mortgage, then the Mortgage shall hold this mortgage in trust for the benefit of such assignce or assignces, and recover upon such note or notes, and foreclose such mortgage in its own name for the benefit of such assignce or assignces to the same e such notes had not been assigned.

ELEVENTH: All rents, issues, income and profits derived from the mortgaged premises and property are hereby assigned to the additional security. In the event of default of the Mortgagors in any respect under this mortgage, the Mortgagee shall have the right to of the rents, issues, income and profits derived from the mortgaged premises and property, and said rents, issues, income and profits shall be Mortgagee, at its option, in payment of operating costs and expenses in connection with the operation and management of the mortga Mortgagee, at its option, in payment of operating costs and expenses in connection with the operation and management of the mortga payment of customary costs and charges for collection and management, or upon any indebtedness due or which may become due up notes, or upon or under this mortgage. The Mortgagee shall have the right at its option to enter into and upon the mortgaged premises and thereof in the event of default and to collect said rents, issues, income and profits therefrom and require any tenants or occupants of make payments to the Mortgagee of rental or of other charges arising out of the use and occupancy of said premises.

TWELFTH: If all or any part of the mortgaged premises and property is condemned, the Mortgagee may, at its election, require portion of the net proceeds of the award be applied on the indebtedness secured hereby. The "net proceeds of the award" means the award of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgageis and the Mortgagee in connection with the of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgageis and the Mortgagee in connection with the If any proceedings in condemnation are filed, Mortgagors shall promptly take such steps as may be necessary to defend the action and o

THIRTEENTH: In the event it becomes necessary in the judgment of the Mortgagee so to do, the Mortgagee, without notice and we the value of the mortgaged premises or to the adequacy of the security for the debt, shall have the right to apply to any Court having jurt appointment of a Receiver and to have appointed a Receiver to manage and control said mortgaged premises and property. In the event is any Receiver enters into possession of said premises and property, any personal property owned by the Mortgagors and remaining any Receiver enters into possession of said premises and property, any personal property owned by the Mortgagors and remaining premises may be used without charge by the Mortgaged or Receiver in the operation of the premises, or may be removed by the Mortgaget and in no event shall the Mortgage or Receiver be held liable or responsible in any manner for injuries, loss, destruction or damage to any portion thereof.

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FOURTEENTH: In the event suit or action is instituted to enforce any of the terms of this mortgage, the Mortgage shall be entitled to recover Mortgagors such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. All reasonable expenses incurred by the Mort that are necessary at any time in the Mortgage's opinion for the protection of its interest or the enforcement of its rights, including without limit that are necessary at any time in the Mortgage's opinion for the protection of its interest or the enforcement of its rights, including without limit the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, whether or not any court action is in the limit of the indebtedness secured hereby, navable on demand and shall bear interest at the rate of ten percent per annum from the defail bear interest at the rate of ten percent per annum from the d the cost of searching records, obtaining the reports, surveyors reports, attorneys opinions or the insurance, whether or not any court action is not shall become a part of the indebtedness secured hereby, payable on demand and shall bear interest at the rate of ten percent per annum from the

FIFTEENTH: Should the Mortgagors be or become in default in any of the covenants or agreements contained herein, then the Mortgage ( electing to declare the whole indebtedness hereby secured due and collectible or not) may perform the same and all expenditures made by the Mort in so doing, or under any of the covenants or agreements herein, shall draw the same rate of interest as is provided to be paid on the principal in so doing, or under any of the covenants or agreements herein, shall draw the same rate of interest as is provided to be paid on the principal mortgage, and all such expenditures shall be repayable by the Mortgagors without demand, and together with interest and costs accruing thereon of in so doing, or under any of the covenants or agreements nerein, shall draw the same rate of interest as is provided to be paid on the principal mortgage, and all such expenditures shall be repayable by the Mortgagors without demand, and together with interest and costs accruing thereon, secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part paym demonstrands by the Mortgagers made by the Mortgagors without the paragraph shall apply equally to any and all part paym advances made by the Mortgagee for any of the purposes herein referred to.

SIXTEENTH: Mortgagors will not, without prior written consent of Mortgagee, transfer Mortgators' interest in said premises or any part SIXTEENTH: Mortgagors will not, without prior written consent of Mortgagee, transfer Mortgators, interest in sale premises or any part whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a to Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgage not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may impose a service charge and may increase the on the indebtedness hereby secured.

SEVENTEENTH: Should the debt hereby secured and all sums due under the terms and covenants hereof be paid when due, then this inder SEVENTEENTH: Should the debt hereby secured and all sums due under the terms and covenants hereof be paid when due, then this indent be void, but in case default be made in the payment of the principal or interest, or any part or installment thereof, or in case the Mortgagors sha refuse or default in the payment of any sum which may become due under the terms hereof when and as the same become due, or shall default fulfillment of any of the terms hereof or the performance of any of the provisions herein required by them as and when the same are require performed hereby, or shall permit or suffer any default in any of the terms hereof, time being the essence hereof, then the whole of the princ secured hereby and the interest thereon and any and all other sums due the Mortgagee under the terms hereof shall, at the option of, the Mortgage become immediately due and payable without notice, and this mortgage may be foreclosed, but the failure to delay of the Mortgage to exert option in any one or more instances shall not be a waiver or relinquishment of the right to exercise such option. on the indebtedness hereby secured.

EIGHTEENTH: The ma	사람은 다른 다음을 감독하는 것이다.			* 222	West Main	, Medf
t the address of the Mort	gagee (Secured Party) f	rom which securit	y information is obt	* *	*	*
같은 말 것 같은	*	*	* *			
* *				12년 - 19년 19년 19년 19년 21일 - 19년		
					2010년 1월 2일 전 1973 1983년 2월 2일 전 1973 1983년 2월 2010년 1973년 19	
		2017년 12 <b>17</b> 7년 178일 전문 178일 - 178일 전문 178일 - 178일 - 178일				

Executed the day and year first above written.

STATE OF OREGON

County of Lac

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undersigned, a notary public in and for said County and State, personally appeared the within named  $_{\mu}$ 

to me to be the identical individual described in and who executed the within instrument, and acknowledged to me th

executed the same as free act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set

affixed my official seal the day and year last

Dan Summer

who

My commission expires Commission

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			영양 공기에서 가지 않는 것 같아요. 것 같아.
	수 지수가 가지만 것 같아요. 사람들은 방법은 유명한 수 있습니다. 지수는 것 같아요. 가지 않는 것 같아요.	(語) ふうぶん ふうえ うせん しんか たいみんかがく しばい しんぶんしょう	[19] 동물 전국 이상 (18) 전문 (19) 등 이상 (19) 이상 (19) 등 10 (19) (19) (19) (19) (19) (19) (19) (19)

both ito me personally known; who being duly sworn, did say that he, the said.....

......, the within named Corporation, and that the seal affixed to said instrument is corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authorit acknowledged said instrument to be the free act and deed of said Corporation.

.....is the...

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this ills? disast! day and year first in this, my certificate, written.

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Loan No.	Mortgage			To	STATE OF OREGON, ) County of Klamath ) Filed for record at request of	skay of <u>Jan</u> A.D. 19_ o'cloch <u>P</u> M. ar ol. M79 of Mortgag	Frage_COO Wm D. MiivE, County Clerk Bw <u>fletwertdes Hallsrd</u> , Depuly Fee 12.00	WHEN HECORDED PLEASE MALL TO: The Crease Sank 2322 West Main Sh P.O. Box Nosin Sh Medford ON 97501

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