62376 3275 38-17618

FORM No. 723—BARGAIN AND SALE DEED (Individual or Corporate). Vol. M79 Page STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

1-1-74 3276

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That R. W. Carlile, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto R. W. Carlile and M. E. Carlile, husband and wife, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

Lot 13, Block 4, SECOND ADDITION TO PINE GROVE PONDEROSA, in the County of Klamath, State of Oregon.

Subject, however, to the following:
1. Regulations, including levies, liens, assessments, rights of way and easements of the Mallory Water District.
2. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Second Addition to Pine Grove Ponderosa.
3. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof,
Recorded : January 23, 1978 Book: M-78 Page: 1386
4. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof,
Recorded : September 26, 1978 Book: M-78 Page: 21260
(Being a covenant to maintain roads)
(For continuation of this document, see reverse side of this deed.)

RECEIVED FEB 9 1979 3:55PM

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $ love and affection ~~However, the actual consideration consists of or includes other property or value given or promised which is~~ the whole ~~part of the~~ ~~consideration (indicate which).~~ (The sentence between the symbols, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 9 day of February, 1979; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

R. W. Carlile

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, County of Klamath) ss.
February 9, 1979

Personally appeared the above named R. W. Carlile and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: (signature)

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires 2-9-83

STATE OF OREGON, County of ....) ss.
............, 19....
Personally appeared .... and .... who, being duly sworn, each for himself and not one for the other, did say that the former is the .... president and that the latter is the .... secretary of ...., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires:

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:
R.W. & M.E. Carlile
1644 Pine Grove Rd
Klamath Falls OR 97601
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.
R.W. & M.E. Carlile
1644 Pine Grove Rd
Klamath Falls OR 97601
NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of .... } ss.
I certify that the within instrument was received for record on the ..... day of ...., 19...., at ..... o'clock ..... M., and recorded in book ..... on page ..... or as file/reel number ...., Record of Deeds of said county.
Witness my hand and seal of County affixed.

Recording Officer
By .... Deputy

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5. An easement created by instrument, including the terms and provisions thereof,
Dated : January 12, 1965
Recorded : February 18, 1965 Book: 359 Page: 380
In favor of : Pacific Power & Light Company, a Maine Corporation
For : Anchor & Guy in the $W\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$
(no exact legal)

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of

this 9th day of February A. D. 19 79 at 2:55 o'clock P M., and
duly recorded in Vol. M79, of Deeds on Page 3275
Wm. D. MILNE, County Clerk
By [signature]
Fee $6.00

62377 38-176188

This Indenture, made this 08 day of FEBRUARY 3277 , 19 79 , between

R.W. CARLILE AND M.E. CARLILE Vol. M79 Page HUSBAND AND WIFE

called "Mortgagor," and FIRST NATIONAL BANK OF OREGON, a national banking association, hereinafter called "Mortgagee," whose address is

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in KLAMATH County, Oregon, to wit:

LOT 13, BLOCK 4, SECOND ADDITION TO PINE GROVE PONDEROSA, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

RECEIVED 2:55 PM FEB 9 1979

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining; also all such apparatus, equipment and fixtures now or hereafter situate on said premises, as are ever furnished by landlords in letting unfurnished buildings similar to the one situated on the real property hereinabove described, including, but not exclusively, all fixtures and personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors, and shelving, counters, and other store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property or any part thereof.

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he is the absolute owner of the said personal property, that the said real and personal property is free from encumbrances of every kind and nature, and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

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 $ 88,400.00

and interest thereon in accordance with the tenor of a certain promissory note executed by

R.W. CARLILE AND M.E. CARLILE HUSBAND AND WIFE

dated FEBRUARY 08 , 19 79 , payable to the order of the Mortgagee in XXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX IN MONTHLY PAYMENTS OF INTEREST ONLY ON THE FIRST DAY OF EACH MONTH COMMENCING MARCH 01,1979 UNTIL FEBRUARY 8, 1980 WHEN THE WHOLE UNPAID SUM OF PRINCIPAL AND INTEREST SHALL BE PAID.

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 secured, 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 tenantable 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 such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of 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 ex-

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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 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 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 10% 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 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 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 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 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 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 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.

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 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 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.

x R. W. Carlile (signature)
R. W. Carlile

x M. E. Carlile (signature)
M. E. Carlile

STATE OF OREGON,
County of Klamath } ss.

February 9, 19 79

Personally appeared the above named R. W. Carlile and M. E. Carlile *and acknowledged the foregoing instrument to be* their *voluntary act and deed.*

Before me:

(SEAL) (signature)

Notary Public for Oregon

My commission expires: 2-9-83

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of ______) ss.

______ 19____

Personally appeared ______

and ______

who being duly sworn, did say that he, ______

______ *is the* ______

and he, ______

______, *is the*

______ *of*

______

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 its voluntary act and deed.

Before me:

______ (Seal)

Notary Public for Oregon

My commission expires:

MORTGAGE

First National Bank of Oregon
Real Estate Loan Division
P. O. Box 1936
Klamath Falls, Ore. 97601

AFTER RECORDATION RETURN TO:
FIRST NATIONAL BANK OF OREGON

STATE OF OREGON,)
County of Klamath)

Filed for record ~~at request of~~

on this 9th day of FEBRUARY A.D. 19 79

at 2:55 o'clock P M, and duly

recorded in Vol. M 79 of MORTGAGES

Page 3277

Wm D. MILNE, County Clerk

By (signature) Deputy

Fee $ 6.00

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