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- 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 hereinahove 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 Mortthe Mortgagor to repair or reconstruct shall not arise unless the Mort-

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 Mortgager 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 Mort-3. That he will, at his own cost and expense, keep th 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 formance 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 strance 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.

of the property damaged or destroyed,

- 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
- 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, Mortgage 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.

6789 4507 3500 event of the institution of any suit or action to fore-That, in the eve close 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 curity for this indehtedness 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 hardly after first paying therefrom the charges and eveness of cured 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 involunany part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagoe may, without notice to the Mortgagoe 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 leases or partial releases from the lien of this mortgage or in any other respectinodify 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 notices demand or request shall be sufficient if personally served on one or way of the by any law now in existence or nereafter 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 Martmann at the last eddress actually 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. ment periodicionale, mentale ese ano litera esencia IN WITNESS WHEREOF, said Mortgagor has executed this indenture the day and year first above written. THE SPERIOR SECURE OF THE ORDER OF THE PROPERTY OF SECURE SECURE OF And the Magangor ober hereby severaint to and with the Morege, the charlots severs of the mid presented property, that the saferan or that he will be remain and decrees the can the same agency the layelets of CORPORATE ACKNOWLEDGEMENT ழும் அய்கு எழு முழு அந்து முன்னை மாம் அவிக்கை "STATE OF OREGON, County of STATE OF OREGON of the least the state of th February 12, 79 and he. LUTE GOCHUSUE
Personally appeared the above named is being re-record is the Personally appeared the above named

Richard P. Sumner & Marcia R. Sumner

and acknowledged the foregoing instrument to be

their Voluntary act and deed.

SEAL!

Name Public of Greyon 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: Natury Public to Gregon
My commission Septres: April 8, (Seal) Notary Public for Oregon 1980 My commission expires: persin "See propo TITLE wanii qe ari spin je cupies to ON RETURN takir for 13 OF 7. 11 BANK RECORDAT ONAL 201 C,QJ Ė TTOE 116 ... \$5172F.00 वय स्वयन MATHO IAL DAN NATI AFTER IRST

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## EXHIBIT "A"

A piece or parcel of land situate in the Southeast quarter : Section 24, Township 39 South, Range 9 East of the Willamet: Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the center line of the U.S.B.R. #A-7 K Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South 1 ne of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, from which the iron monument marking the Southeas corner of said Section 24 bears North 89° 16' 50" East 890.1 feet cistant thence South 89° 16' 50" West along said fence line 20.0 fee to an iron pin reference monument thence continuing South 89° 16' " West along said fence line 962 feet; thence North 0° 12' 50" West 300.0 feet; thence South 89° 16' 50" West 702.4 feet; thence North )° 12' 50" West along an old existing fence 1061.6 feet to an iron pe; thence North 1° 27' 50" East along said old existing fence 6 .9 feet to an iron pin on the centerline of the U.S.B.R. #1-C-1-Lateral as the same is presently located and constructed; there along the centerline of the 1-C-1-C Lateral the following courses and distances; South 87° 27' East 266.6 feet and South 48° 34 20" East 1700.4 feet, more or less, to the intersection with the enterline of the A-7 (K) Lateral the following courses and distances: South 31° 32' 10" West 116.6 feet, South 11° 31' West 205.3 Set, South 2° 18' West 299.1 feet, and South 49° 18' East 454.5 fe t, more or less. to the point of beginning.

SAVING AND EXCEPTING THEREFROM that portion conveyed to Unit States of America for laterals by Deed Volume 24, page 131, Records

ALSO EXCEPTING THEREFROM a piece or parcel of land situate in he Southeast quarter of Section 24, Township 39 South, Range 9 F t of the Willamette Meridian, in the County of Klamath, State C. Oregon, more particularly described as follows:

Beginning at the intersection of the centerline of the U.S.B.R. #A-7(K) Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, from which the iron monument marking the Southeast corner of said Section 24 bears North 89° 16' 50" East 890.1 feet distant; thence South 89° 16' 50" West along said fence line 20.0 feet to an iron pin reference monument; thence continuing South 89° 16' 50" West along said fence line 962.0 feet which is a point of beginning; thence North West 150.0 feet; thence South 89° 16' 50" West 702.40 feet; South 0° 12' 50" East along an old existing fence 150.0 feet thence East along the South line of Section 24, 702.4 feet to the point of

AND beginning at the intersection of the centerline of the U.S.B.R.  $\#\lambda-7$  (K) Lateral as the same is presently locate constructed and the old existing fence generally accepted South line of Section 24, Township 39 South, Range 9 East Willamette Meridian, from which the iron monument marking Southeast corner of said Section 24 bears North 89° 16' 50 890.1 feet distant; thence South 89° 16' 50" West along sa line 20.0 feet to an iron pin reference monument; thence country south 89° 16' 50" West along said fence line 962.0 feet; South 89° 16' 50" West along said fence line 962.0 feet; nce North 0° 12' 50" West 150.0 feet to point of beginning; the ce North thence South 0° 12' 50" East along an old existing fence 1 .0 feet; thence North 89° 16' 50" East 702.4 feet to point of beginning.

the East fence

TOGETHER WITH an easement over a parcel of land situate in of Section 25, Township 39 South, Range 9 East of the Will otte Meridian, in the County of Klamath, State of Oregon, more: cicularly described as follows:

Beginning at a point on the North line of Section 25, 774.9 eet East from the North quarter corner thereof; thence South 0° 27' sat to a point on the North line of the County Road; thence North 89° 33' East along the North line of the County Road 60 feet to a point; North 0° 27' West to a point on the North line of said Section 25; hence thence West along the North line of Section 25, 60 feet, more or less,

TOGETHER WITH a proposed road easement over and across the Southeast quarter of Section 24, Township 39 South, Range 9 East of ti Willamette Meridian, more particularly described as follows:

Beginning at the intersection of the centerline of the U.S.B.2.  $\#\Lambda-7$ (K) Lateral as the same is presently located and constructed and the old existing fence generally accepted as the South line of 5 ction 24, Township 39 South, Range 9 East of the Willamette Meridian, com which the iron monument marking the Southeast corner of said Section 24 bears North 89° 16' 50" East 890.1 feet distant; thence Sout 89° 16' 50" West along said fence line 20.0 feet to an iron pin refer nce monument; thence continuing South 89° 16' 50" West along said fence line 902.0 feet to the true point of beginning; thence continuous to the state of 300.0 feet; thence Nort 50" East a distance of 60.0 feet; thence South 0° 12' 50" East 12' 50" East 13' South 12' 50" East 13' South 1 distance of 300.0 feet to the true point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; 88. Filed for record at request of \_\_Trans America this 13 day of Feb \_A. D. 19\_79\_ at \_\_ o'clo uly recorded in Vol. M79, of \_\_\_ 3519 Deëde)-Wm D. MILNE, C nty Clerk By Dernett Fee \$8.00 D STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the 6th day March A.D., 19 79 at 8:46 o'clock A.M., and duly recorded in Vol \_\_on Page\_4906 WM. D. MILNE, COUNTY CIPIE FEE None By Buredia STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the \_\_27th\_day of \_A.D., 19 79 at 3:42 o'clock P M., and duly recorded in Vol M79 Mortgages \_\_on Page 6788 FEE\_\$12.00

WM. D. MILINE, County Clerk

By Demetha Stack Denny