| Douglas A. Storey & Gloria M. Storey, Hus | hand and Wife | | between |
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| nerein called "Mortgagor", and WESTERN BANK, an Oregon bank | king corporation, herein called "Mortgagee" | era aratur eta | 6.000 |
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| 는 사용하다 보다는 사람들은 경우 전문 경우 사람들은 사람들은 사람들이 되었다. 그 사람들은 사람들은 사람들이 가장 사람들이 가장 바람들이 되어 하셨다. 기계 | SETH. | | |
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| nto the Mortgagee all the following described property situated in 194601, 96 for 1946, 21 and 1984 of Guide Dougley for Hard | n <u>Klamath</u> County, Oregon, to | wit: | ार प्रशासी अवस्थान |
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| gether with the tenements, hereditaments and appurtenances in cluding but not limited to roads and easements used in come ildings situated upon said property, including but not limited afters, fuel storage receptacles; plumbing, ventilating, water as utters; cabinets, built-ins, linoleums and floor coverings, built-better, dishwashers; and all other fixtures now or hereafter instations or hereafter planted or growing thereon; and any and all in part, all of which are hereby declared to be appurtenant ortgaged property. | to electric wiring and fixtures, to electric wiring and fixtures; furnace and nd irrigating systems; screens, doors; wind in stoves, ovens, garbage disposals, air colled in or on the premises; and any shrubbe replacements of any one or more of the fot the land; and all the rents, issues and | buildings and participations buildings and buildings, refrigery, flora or timber regoing items, in profits arising fro | arts of water blinds, rators, er now whole om the |
| TO HAVE AND TO HOLD the same unto the Mortgagee, | the begins of bearing to say you do not be | State and action | dura y |
| The Mortifogor door haveby white and the mortigages, | its successors and assigns forever. | Merceller og til er kilogister. Grundere som er er er er er | 57 Set. |
| The Mortgagor does hereby covenant to and with the Mod real property, that it is the absolute owner of all items of pumbrances of every kind and nature, and that it will warrant and persons who mosoever. | roperty described hereinabove, that the said d forever defend the same against the lawful | A | |
| inis conveyance is intended as a mortgage to secure perf | ormance of the covenants and agreements. | herein contained | to he |
| the Mortgagor kept and performed and to secure the payment | of the sum of \$ 14.645.00 | and interest there | eon in |
| husband and wife | y Douglas A, Storey & Gloria | M. Storey. | a tatika Paraka |
| Interest, backackeexxxxxxxxxxiaxxaf garder | f the Mortgagee in installments of not less the | | S |
| AAAAAAAAA UNA HIDAY X WAA GALUU 97U MA Whan tha ha | lance then remaining runnel about by a state | 7 | |
| This Mortgage is also given as security for the payment of ortgagor to the Mortgagee now existing or hereafter arising, mat lluding but not limited to such as may arise from endorsements her paper discounted by the Mortgagee or held by the Mortgagee, scription whatspeyer | of any and all other indebtednesses, obligations of the mature, absolute or contingent | ons or liabilities of and wherever pay | of the yable, |

. 1. That Mortgagor will pay, when due, the indebtedness hereby secured; with interest as prescribed by said note, and will pay, when due, all other sums secured hereby, and all taxes, liens and utility charges upon said premises, or for services furnished thereto. In addition thereto, he will pay, at the time of payment of each installment of principal and interest, such amount as Mortgagee shall estimate to be sufficient to produce, at least one month prior to the time when payment thereof shall become due; the amount of (a) taxes, assessments and other governmental rates and charges against said premises (herein all called "taxes") and (b) premiums upon insurance against loss or damage to said premises (said amounts being referred to hereinafter as "loan trust funds"). If the sums so paid shall be less than sufficient for said purposes, Mortgagee will also pay, upon demand, such additional sum as Mortgagee shall deem necessary therefor. If Mortgagor desires a "package" plan of insurance which includes coverage in addition to that required under this mortgage, Mortgagee may, at its option, establish and administer a reserve for that purpose. If the package plan reserve is not sufficient to pay the renewal premium on a package plan policy, then Mortgagee may use such reserve to pay premiums on a policy covering only risks required to be insured against under this mortgage and allow the package plan policy to lapse. Mortgagee shall, upon the written direction of Mortgagor, and may, without such direction, apply sums paid by Mortgagor and held by Mortgagee to the purposes aforesaid; but the receipt of such sums shall not, in the absence of such direction, impose any duty upon Mortgagee to disburse the same or relieve Mortgagor from his covenants to pay said obligations or to keep the premises insured. Mortgagee may, from time to time, establish reasonable service charges for the collection and disbursement of premiums on package-type insurance policies. Mortgagee shall not, whether or not service charges are imposed, be subject to any liability for failure to transmit any premiums to any insurer or by reason of any loss growing out of any defect in any insurance policy. At Mortgagee's option, Mortgagee may apply all loan trust funds directly to the payment of the principal balance then unpaid on the indebtednesses secured hereby; if Mortgagee elects so to do, Mortgagee is authorized to pay taxes, insurance premiums on the mortgaged property and all other charges which would otherwise be payable from the loan trust funds, when the same become due and payable, and Mortgagee may then add the amount of any such payment to the principal balance then unpaid on the indebtednesses secured hereby, each such payment to bear interest as provided in the promissory note mentioned hereinabove. .

That Mortgagor will not commit or permit strip or waste of the said premises, or any part thereof; that Mortgagor will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that Mortgagor will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that Mortgagor will not cut or permit the cutting or removal of any timber without the written consent of Mortgagee, that if any of the said property be damaged or destroyed by any cause, Mortgagor will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard covered by insurance payable to Mortgagee, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of the insurance proceeds to the expense of such reconstruction or repair.

3. That he will, at his own cost and expense, keep the building or buildings now or hereafter upon said premises. together with all personal property covered by the lien hereof, Auto alon states as some

insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required. shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the expiration of any policy or policies he will deliver to the Mortgagee satisfactory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provision by which the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the performance of such condition or the existence of any facts or the value of the property insured and, if it shall appear to the Mortgagee that the insurance is prejudiced by the acts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagor will do such acts and things and obtain such further insurance as the Mortgagee may require; that the Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the

5. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagee may, at its option, but without any obligation on its part so to do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repair, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 8% per annum, or at the rate of interest set forth in the note mentioned above, whichever is greater, and shall be secured hereby.

6. That he will not, without the prior written consent of Mortgagee, transfer his interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may, in its discretion, impose a service charge not exceeding one percent of the original amount of the indebtedness hereby secured and may increase the interest rate on the indebtedness hereby secured by not more than one percent per annum.

7. That, if any default be made in the payment of the principal or interest of the indebtednesses hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

8. That, in the event of the institution of any suit or action ment shall, where there is more than one mortgagor, be construed to foreclose this mortgage, the Mortgagor will pay such sum as as plural and be binding jointly and severally upon all mortgagors the trial court and any appellate court may adjudge reasonable as and the word "Mortgagee" shall apply to any holder of this attorney's fees in connection therewith and such further sums as mortgage. Masculine pronouns include feminine and neuter. All the Mortgagee shall have paid or incurred for costs and disbursements in such suit or action, extensions of abstracts or title of the covenants of the Mortgagor shall be binding upon his heirs, searches or examination fees in connection therewith, whether or executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the not final judgment or decree therein be entered and all such sums are secured hereby and shall bear interest from the date paid or event of any transfer of the property herein described or any incurred by Mortgagee or from the date of judgment, whichever part thereof or any interest therein, whether voluntary or inoccurs first, at the rate set forth in the promissory note voluntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend mentioned above; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition the time of payment or grant renewals of indebtedness hereby of the property or the adequacy of the security for this secured for any term, execute releases or partial releases from indebtedness hereby secured and without notice to the Mortgagor the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary 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 liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of waived unless the same be expressly waived in writing by the such suit; that any amount so received shall be applied toward Mortgagee. Whenever any notice, demand, or request is required the payment of the debt secured hereby, after first paying by the terms hereof or by any law now in existence or hereafter therefrom the charges and expenses of such receivership; but enacted, such notice, demand or request shall be sufficient if until a breach or default by the Mortgagor in one or more of his personally served on one or more of the persons who shall at the time hold record title to the property herein described or if covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually paid to and received by him prior to such default. furnished to the Mortgagee or at the mortgaged premises and 9. The word "Mortgagor", and the language of this instrudeposited in any post office, station or letter box. IN WITNESS WHEREOF, the Mortgagor s ha ve hereunto set _ the day and year first hereinabove written. their hand_s__ and seal (SEAL) oria M Ilorcy (SEAL) (SEAL) t en a (SEAL) STATE OF OREGON County of Klamath Personally appeared the above-named _ Douglas A. Storey & Gloria M. Storey, husband and wife and acknowledged the foregoing instrument to be ___their voluntary act and deed. Before me: Notary Public for Oregon (Notary Seal) Western Bank P.O. Box 1864 My Commission Expires: Expires 3/18/83 STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the 100th day of April A.D., 19 79 at 8:46 o'clock A M., and duly recorded in Vol M79

Mortgages on Page 7834 FEE_\$9.00

WM. D. MILNE, County Clerk
By Demetha Retach Deputy