unto the Mortgagee all the following described property situated in	ee, the Mortgagor does hereby grant, bargain, mortgage and convey
Montgager wit in mentionly required or reader the sector so	a <u>Klamath</u> and County, Oregon, to-wit:
こと、後期時代でもなる。とればなるないになったことになったというが、その時に行ることものであるが、ないでしょう。	· "你们就是你说你的,你想到你了,你就是你的你的,你不是你,你们就是你们的你,你们的你?""你们,你们你们的你?""你们,你们你们你们,你们你们你们你?""你们
The North 250 foot of the the trace	an an ann an Anna an Anna an Anna an Anna an Anna anna anna an Anna an Anna an Anna an Anna an Anna an Anna an An Marting Marting an Anna an A
The North 250 feet of the West 210 feet of the West 210 feet according to the according to the	set of Lot 1 in Block 6 of Tract
serverning rate and to have all are are are are are are the reader of the	e official plat, thereof on file
	Klamath County, Oregon.
in root order and space and in transfable conditions that	Author whenes at not the product sectors of the product
wate of the self resonance of any part criteric that Mortaga- will keep the real anu-prisonal record, beginning described	- Norther termine as primas, in any termine and in the primase of
2. That Moregorous will gave remaining the parameters of the	Tequing managers
ះពុំសេច	the mole mentioned above, which were standing and the
interest as provided in the promissory note mentioned forces	的复数形式的复数形式的复数形式的复数形式 化氯甲基合物的 计算机的 计算机的 计分子 人名马克 法行行
But the date acceled house, each such presented to be	[2] 登林特别建制的重要的新的新教师,就是你就会把一个的时候并且是一些有1000~300~300~300~300~300~300~300~300~300
LOTH DEFAULT IN THE LINES OF COMMENT AND ACTION OF AN	以中國基礎的時間國際的發展及14個的時代中的16頁目的16頁目的16頁目的16頁目的16頁目的16頁目的16頁目的16頁目
and payable, and Moretzaree any then and the tenounced of any	- a-[20]? Dicense diz limitante las aix interes interes and
as physics from the tear trust teads, when the same become due	 (any of perior of its build of the desired structure of subto- doption perior of its parties to desired structure of subto- doption perior of the perior of the subto- doption of the subto- s
Elargage: is califorized to pay taxes, may ance prepriors on the functioned property and all other charges which would otherwise	do an reations and of the sets on them. Here, a subset to set
did independences secured hereby, if Moridsgue ducits to to do.	 That in case the Morth spiritual (all negative of relative to
Cheeding to the payment of the prior that helance their nopard on	Mottogen
Transformer approximation may appress to a transformer	-91, 18, 4400 40 (the good buckstor as with) on advanced by the
DEAL 1988 MORAN CALL OF COL OF SELLIO STOP IN MARCH BANK): Ser	A THE FAR AND ADDITION INFORMATION STATISTICS
Mulane to transmission from and to significant of the reason of	and well with provided or destroyed
Supportage investion publics. Mattages shall not whither -	hereby received or for be mud for the report of meaning with
● 建合物和学生和学生的 化合物化合物 化合物化合物 化合物化合物化合物化合物化合物化合物化合物	Distances in periodicity for the second of the incorrespondence
Similarder man form time to this empty the resource received	and and the block of the second second states and the second second second second second second second second s
Conservation and the participation of the function of the second s	ne in an
Mortgages in homes in same of related Mortgages from its	1999 年初和国務部務部務部長 # House defeat the there and have der a men
 Maximum to the multi-second same first the descent of such some multi-and to the dresses of such descent intersector (ddy first) 	
I THE REPORT OF THE AND A CARD	EmployApplements of the second of the second sec
together with the tenements, hereditaments and appurtenances r including but not limited to roads and easements used in conne- buildings situated upon said property, including but not limited heaters, fuel storage receptacles; plumbing, ventilating, water a sbutters; cabinets; built-ins, linoleums and floor coverings, built freezers, dishwashers; and all other, fixtures now or hereafter insta growing or, hereafter planted or growing thereon; and any and all or in part, all of which are hereby declared to be appurtenant mortgaged property.	low or hereafter thereunto belonging or in anywise appertaining, oction with the premises; also, all fixtures, buildings and parts of to electric wiring and fixtures; furnace and heating system, water and, irrigating systems; screens, doors; window shades and blinds, t-in stoves, ovens, garbage disposals, air conditions, refrigerators, liled in or on the premises; and any shrubbery, flora or timber now replacements of any one or more of the foregoing items, in whole to the land; and all the state item of the store of th
TO HAVE AND TO HOLD the same unto the Mortgagee,	its successors and assigns forever
The Morigagor does hereby covenant to and with the M	这些你是我们的意义。""我的问题,我们就能不知道了。""我们是你不知道,你们的你们,你们还是你不是你的。""你们,你们不是你的。""你们,你们不是你。" 你是你们的你们,你是你们是你们的你们,你们们们就是你们就没有了,你们们们们们们们们们们们们,你们们们们们们们们们们们们们们们们们们们们们们
said real property, that it is the absolute owner of all items of p encumbrances of every kind and nature, and that it will warrant and all persons whomscever.	roperty described hereinabove, that the said property is free from a forever defend the same against the lawful claims and demands of
	ormance of the covenants and surgements borsin contained to be
by the Mortgagor kept and performed and to secure the payment accordance with the tenor of a certain promissory note executed by	of the sum of \$ 350,000.00 and interest thereon in
Animal IN ONE OFFICE AND A DOMESTIC AND A DOMESTICA	
each including interest on the 10th	f the Mortgagee in installments of not less than \$ 4,203.50 month
ment of \$150,000.00 due on or before January 4 This Moltgage is also given as security for the narrow of	lance then remaining unpaid shall be paid. An additional pay-
Mortgagor to the Mortgagee now existing or hereafter arising, mat including but not limited to such as may arise from endorsements other paper discounted by the Mortgagee or held by the Mortgagee, description whatsoever	died or to mature, absolute or contingent and wherever payable,
description whatsoever.	or taken as security for any loans or advances of any kind, sort or

rese of Gir Value received by the Mortgagor from the Mortgagee, the Mortgagor does hereby grant, bargain, mortgage and convey

_____M Vol.<u>79__</u>Page

65254

herein called "Mortgagor", and WESTERN BANK, an Oregon banking corporation; herein called "Mortgagee", tordin applications of the instrume proceeds in the experience of page (c) of interest of the

THIS INDENTURE, made this 9th day of April KLAMATH RACQUET CLUB, TNC., an Oregon Corporation;

the foreduction when the start reaction of the start of t

inverte to Mariance, the additional of the Martashar to retriev

MORTGAGE

K-31771

that it

and an the standard for the second of the second second second second second second second second second second

, 19 79

7850

between

geerappen whatsdever unduding hat not limited as such as may due then and are also and a second second and a damage of the second se of her paper discondered for the Mortgage of held by the Mortgage, or taked second is breast to and or advance of **15821** and

gies (the Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns to the success The state of the mortgagor will pay, when due, the indebtedness insured against loss by fire and against loss by such other hazards hereby secured, with interest as prescribed by said note; and will 12 as the Mortgagee may from time to time require, in one or more pay, when due, all other sums secured hereby, and all taxes, liens :: insurance companies satisfactory to or designated by the and utility charges upon said premises, or for services furnished. Mortgagee in an aggregate amount not less than the amount of thereto. In addition thereto, it 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 in 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 its 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.

2. 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.

building or buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof,

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 it 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, it will, as often as the Mortgagee may require, provide the Mortgagee with all such revidence 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 it will execute or procure such further assurance of its 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 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 it will not, without the prior written consent of Mortgagee, transfer its 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 transferce 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 -3. That it will at its own cost and expense; keep the mortgage, the Mortgagee may, at its option, without notice, the performance of any of the covenants or agreements of this declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

||大学会に入り、 またきゅ

NOBLOYOE



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 costs and disbursements in such suit or action, 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 and shall bear interest from the date paid or incurred by Mortgagee or from the date of judgment, whichever incurred by Molegagee of from the date of judgment, which re-occurs first, at the rate set forth in the promissory note mentioned above; 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 its covenants or agreements herein contained, it may remain in possession of the mortgaged property and retain all rents actually

ment 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 its 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.

paid to and received by him prior to such default. 9. The word "Mortgagor", and the language of this instru-

IN WITNESS WHEREOF, the Mortgagor, pursuant to resolution of its Board of Directors duly and regularly adopted has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal, if any, to be affixed hereto the

d

ay and year first hereinabove without	KLAMATH RACOVET CLUB, INC.
Return to:	
WESTERN BANK	Ramson Mrs.
P 0 80x 669	By R. H. Lamson, President
Klamath Falls, Ore: 97601	· 사업에서 이렇게 하는 것 같은 것 같
(Corporate Seal)	Dale Evans, Vice President
(Corporate Deal)	By Dale Evans Breapres.
)	
STATE OF OREGON	
County of <u>Klamath</u> SS.	
April 9 A. D. 19 79	Dale Evans
R. H. Lamson	and Dale Evans
Personally appeared Personally appeared P who being duly sworn, did say that they areP $\frac{P}{P}$	resident CLUB, INC.
who being duly sworn, did say that they are	resident , respectively of KLAMATH RACQUET CLUB, INC.
vice Presidenc	
	t reid cornoration and that said instrument was
i stund to the foregoing instrume	ent, if any, is the corporate seal of said corporation and that said instrument was
and that the seal arrived to the sea arrived	its board of directors and they
and that the seal arrived to the ferry authority of signed in behalf of said corporation by authority of	und deed
acknowledged said instrument to be its voluntary ac	tanu uccui
Before me	My Commission Expires: <u>6-20-79</u>
(Rotary Sould's	
STATE OF OREGON, COUNTY OF	KLAMATH: SS.
	received and filed for record on the
I hereby certify that the within insu	5o'clock_AM., and duly recorded in VolM79,
AprilA.D., 19_79_at_9:5	7850
of <u>Mortgages</u> on	Page Clerk
	By Dernethan Afelsth Deputy
FEE\$9.00	Dypure