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| | Home Equity Vol. 19 Page 18740 |
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| | August Wishard and Wife "Mortgagee"; |
| day of | Anderson, Hustens |
| This indentities and Linda E | IAL BANK OF OREGON, a national |
| DUALE IN AMARTMANDE , and FIRST NATION | [15] - 시민생생 유리 [1] [16] 그리고 있는데 막게 하지지 않는데 하다 하지만 하시다고 |
| reinafter called Williams | August 19:79, between 19:79 be |
| 그런 그 얼마에 좀 되었다. 그리지 때 이번 나는 나는 | eiged and sold and does it. |
| | County, Oregon, to With |
| she Mortgagor from t | Rlamarn incorporated herein. |
| For value received by the most proper | ty situate " and by this reference " |
| For value received by the Mortgagor from to For value received by the Mortgagee, all the following described propertunts Mortgagee, all the following described "A" atti | the Mortgagee, the Mortgagor has bargainted County, Oregon, to Williams Klamath County, Oregon, to Williams County |
| As per schedule "A acc | 는데, 500 1000 1000 1000 1000 1000 1000 1000 |
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| | 된 경기에 마음 중요 중요를 통해할 때 이 모든 것은 사람들의 회에 하는데 나는 것이 나는 것이다. |
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| | d fixtures now or hereafter situate on said premises, including, but not exclusively, all personal property, that Mortagee, its successors and assigns, forever. |
| ~ 요리에게, 당시를 있다라는 것 같은 하지? | transfer situate on said premises, including, and other floor coverings attached to most |
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| abor with the buildings, improvements and | heating, cooking, cooling, ven |
| together was for use for plumbing, lighting. | actions, forever. |
| used or interior | ne Mortgagee, its successors and assigns, forever. nant to the Mortgagee that Mortgagor is lawfully seized in fee simple of the said real property, that Mortgagor and to the Mortgagor will warrant and forever defend the same against the lawful claims and contained to be by the Mortgagor |
| To Hold the same unto the | is lawfully seized in fee simple of the against the lawful claims and |
| To Have and | to the Mortgagee that Mortgagui is the same ago. |
| PROVE | nant to the most and wall warrant |
| And the Mortgagor does the col | onal property |
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| | ortgage to secure performance of the covenants and agreements thereon in accordance with a graph or the covenants and interest thereon in accordance with a graph or the covenants and interest thereon in accordance with a graph or the covenants and agreement agreement and agreement and agreement and agreement agreement and agreement agreement and agreement agreement and agreement ag |
| This conveyance is intended as a me | ment of the sum of \$ August 6, 1979 payable to the order of Montagore dated |
| This conveyance is intended as a mo kept and performed, and to secure the payr of a certain promissory note executed by the secure of a certain promissory note executed by the secure of a certain promissory note executed by the secure of th | Mortgago: |
| kept and permissory note executed by | each including in 1982, when the balance trees |
| of a certain s 99.81 | 79 until August 13 |
| | |
| September 15 | and with the Mortgagee, its successors |
| - Anienat | nt and agree to and with |
| The Mortgagor does hereby coveria | g |
| nady when | 1 due, a |
| That Mortgagor will pay, when charges upon said premises or for services | ant and agree to and with the Mortgagee, its successors and assigns: a due, the indebtedness hereby secured, with interest, as prescribed by said note, and all taxes, liens and utility is furnished thereto. The real and personal property hereinabove described in good order and repair and that if any of the said property real and personal property hereinabove described in good order and repair and that if shall be worth not he real and personal property hereinabove described in good order and repair and that if shall be worth not he word and the property hereinabove described in good order and repair and that if shall be worth not he word and the property hereinabove described in good order and repair and that if shall be worth not he word and personal property hereinabove described in good order and repair and that if shall be worth not he word and personal property hereinabove described in good order and repair and that if shall be worth not here. Mortgager will immediately reconstruct or repair the same so that, when completed, it shall be worth not here. Mortgager will immediately reconstruct or repair the same so that, when completed, it shall be worth not here. Mortgager will immediately reconstruct or repair the same so that, when completed, it shall be worth not here. |
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| nt boon the | real and personal property hereinabove described in same so that, when completely, and application of insurance for the same so that, when completely reconstruct or repair the same so that, when completely reconstruct or repair of the application of insurance for the same so or damage; provided, that if such loss or damage shall consent to the application of insurance for the repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of insurance portion or repair. |
| 2. That Mortgagor will keep the | Mortgagor will illimit Drovided, that if such loss of demane; provided, that if such loss the Mortgagee shall consent to the demane. |
| be damaged or destroyed by any coase | uch loss or damage, and arise unless the |
| than the value thereof at the time of | track loss or damage, process that is the second of the repair or reconstruct shall not arise unless the second or repair or reconstruct shall not arise unless the second or repair. Each of the mortgaged property insured under an Oregon standard fire insurance policy transports of the policy transports of the property, with loss payable to Mortgagee as its interest may appear. At the policy transports of the property, with loss payable to Mortgagee as its interest may appear of the policy transport of the policy transport of the property. |
| than the value than the Mortgago carried, the obligation of the Mortgago ceeds to the expense of such reconstruc | tion or repair. |
| goods to the expense of such reconstruct | and expense, keep the mortgages place by loss payable to Mortgagee as its mortgagement of the policy |
| CGRO? CO. | agor's own cost and entry of the property, with its of the renewal or representations policie |

- 3. That Mortgagor will, at Mortgagor's own cost and expense, keep the mortgaged property insured under an Oregon standard fire insurance policy or equivalent, with extended coverage, to the full insurable value of the property, with loss payable to Mortgagee as its interest may appear. At least five (5) down the extended coverage, to the full insurable value of the property, with loss payable to Mortgagee as its interest may appear. At least five (5) down the extended coverage, to the full insurable value of the property with loss payable to Mortgagee as its interest may appear. At least or equivalent, with extended coverage, to the full insurable value of the property, with loss payable to Mortgagee as its interest may appear. At least five (5) days prior to expiration of any policy, Mortgagor will deliver to Mortgagee satisfactory evidence of the renewal or replacement of the policy. The live to days prior to expiration of any policy, wortgagor will deliver to mortgagee satisfactory evidence of the renewal or replacement of the policy. The insurance or a certificate of coverage shall be delivered to Mortgagee, Mortgagee may, at its option, require the proceeds of any insurance policies upon the said propriet to be populated to the control of the land trades. insurance or a certificate of coverage shall be delivered to mortgagee, 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 Mortgagor will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagee.
 - 5. That Mortgagor will pay when due all amounts required to be paid under the terms and conditions of any other mortgage(s) or deed(s) of
 - 6. That Mortgagor will not transfer his interest in the mortgaged property, or any part thereof, whether or not the Transferee agrees to assume trust on the property described herein and the note(s) secured thereby.
 - 7. That in case the Mortgagor shall fail to perform any of the acts herein required to be performed, the Mortgages may, at its option, but Vithout 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 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 the rate specified in the now required hereby of 10% per annum. or pay the indebtedness secured hereby.

8. That if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the period 8. That, it any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of control of this mortgage, the Mortgage may, at its option, without notice, declare the entire sum secured by this mortgage due. and payable and foreclose this mortgage.

9. 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 court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagor shall have paid or in-9. 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 Mortgage that have paid or inany appellate court may adjudge reasonable as attorney's tees in connection therewith and such-turtner sums as the wortgages shall have paid or incoursed for title searches or examination fees in connection therewith; whether or not final judgment or decree therein be entered and all such sums are
coursed haraby: that in any such suit, the court may turns application of the plaintiff and without record to the courting of the property of the curred for title searches or examination tees 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 administration of the property or th 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 the 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 disportly and collect and receive any or all of the rents issues and profits which had the mortgage or account of the possession and collect and receive any or all of the rents issues and profits which had the mortgage or account of the possession and collect and receive any or all of the rents issues and profits which had the mortgage or account of the possession and collect and receive any or all of the rents issues and profits which had the mortgage or account of the possession and collect and receive any or all of the rents issues and profits which had the mortgage or account of the possession and collect and receive any or all of the rents issues and profits which had the mortgage or account of the possession and collect and receive any or all of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the mortgage of the rents issues and profits which had the rents issues and profits which had the rents is th adequacy of the security for the 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 the nandeney of such suit; that any amount so received shall be applied toward the payment of the debt secured sion and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretology 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 the charges and expenses of such receivership, but until a default by the Mortgager in one or more of his course. 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 default by the Mortgagor in one or more of his coverage. hereby, after first paying therefrom the charges and expenses of such receivership; but until a default by the Mortgagor in one or more of his covenants or agreements herein contained, Mortgagor may remain in possession of the mortgaged property and retain all rents actually received by Mortgagor prior to such default

10. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be mortgagor, and the word "Mortgagor" shall apply to any holder of this mortgagor. All of the covenants of the 10. 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. All of the covenants of the successors and assigns and inute to the broacht of the successors and binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. All of the covenants of the Mortgagor shall be binding upon Mortgagors heirs, executors, administrators, successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns and inute to the benefit of the successors and assigns are the benefit of the successors are the benefit of the successors. Mortgagor shall be binding upon Mortgagors heirs, executors, administrators, successors and assigns and inute to the benefit of the successors and assigns are also as a successor as a successor and assigns are also as a successor as a successor and assigns are also as a successor as a successor and assigns are also as a successor an assigns of the Mortgagee. In the event of any transfer of the property herein described or any pact thereof or any interest therein, whether voluntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payor 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 mortgage. ment or grant renewals of indebtedness hereby secured for any term, execute releases or partial releases from the first 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 affecting the same he agreed waited in writing by the Mortgage. Whenever any notice. 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, the payment of the terms hareof or by any law now in existence or hareafter enorted such paying demand or request shall be sufsecured. 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 sufdemand, 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 notice, demand or request shall be sufficient if personally furnished to the Mostagon or at the most. ficient 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 post particle of the persons or to the Mortgagor or the last address actually furnished to the Mortgagee or at the mort-

| IN WITNESS WHEREOF, s | aid Mortgagor has executed this indenti | ortgagor or the last address actually fu | perty herein described or if enclosed in the Mortagees. |
|--|---|---|---|
| STATE OF OREGON | indent. | re the day and year first above swrite. | sace or at the mo |
| August | Jss. | Dun V | anderson Encluse |
| | 79 | The Market | Underson |
| Personally appeared the above not Duane R. Anderson & Li | med On | . Ben 6. 5 | |
| and acknowledged the foregoing in their CAL Stability | nda S. Anderson | | collina |
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| 불의 공기를 들어 있었는 경우 전기 시간 등기 | 145111 | | |

The following described real property situate in Klamath County, Oregon: The Northeasterly 35 feet of Lot I of Block A of the The Northeasterly 35 reet or Lot 1 or Block A or the Supplementary Plath of Blocks 56 and 70 of the Supplementary District Addition to the City of Klamat mentary Plat of Nichols Addition to the City of Klamath Falls, Oregon, according to the official plat thereof and more particularly described as follows:

continued--

Description continued--

Beginning at the North corner of said Lot I, which is at the intersection of Prospect Street and the United States Irrigation Canal Property; thence Southeasterly along the Northeast line of said Lot I, a distance of the East Corner of Lot I, thence Southeasterly 83.73 feet to the East corner of Lot I; thence Southwesterly along the Southeast line of Lot I, a distance of 35 feet; thence Northwesterly and parallel to the Northeast line of said Lot I, to the West line of Lot I on Prospect Street; thence North along Prospect Street to the point of beginning, Also:

Beginning at the North corner of Lot J in Block A of Nichols Addition to the City of Klamath Falls, Oregon, thence Southeasterly along the Southwesterly line of Thence Southeasterly along the Southwesterly line of 10th street a distance of 5 feet; thence Southwesterly line of east 10t 1 35 parallel with the Northwesterly line, of said Lot J, 35 parattet with the Northwesterly line, or said Lot 0, 35 feet; thence Northwesterly parallel with the Southwesterly caid Lot I. thence Northwesterly along the Northwesterly line of the Northwesterly. said Lot J; thence Northeasterly along the Northwesterly line of said Lot J; 35 feet to point of beginning.

VCTC

KLAMATH COUNTY TITLE CO. By: Eurof Roberts.

Carol Roberts

cc: First National Bank

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 7+1 day of August A.D., 19_70 at 10-10 o'clock A.D., and duly recorded in Vol 170

WM. D. MILNE, County Clerk
By Sunetha Shetsch