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The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are: (a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Impertant Notice below), (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than

20517

Agricultural purposes. Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of ceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgage shall have the option to declare the whole amount unpaid on said note; it being agreed that a failure to perform any covenant herein, or if a pro-declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be fore-premium as above provided for, the mortgage may at his option do so, and any paynent so made shall be added to and become a part of the debt secured by this mortgage may at his option do so, and any paynent so made shall be added to and become any right arising to the mortgage of breach of covenant. And this mortgage may be fore-losed for principal, interest and all sums suit or action being instituted to incredose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mort page to title reports and title search, all statutory costs and disbursements and such lutther sum as the title court shall adjudg reasonable as plaintiff's attorney's lees in such suit or action, and if an appeal is taken' from any indigenent or decise entered therein mortgagor further promises to pay such sum as the appellate court shall adjudg reasonable as plaintiff's attorney's lees and assigns of said mortgager and of said mortgage relative shering contained shall be the covenants herein contained shall be active, administrators atter times the covenants and agreements herein contained shall be interest and all sums suit or action being instituted to incredose this mortgage and included in the decree of toreclosure. Each and all of the covenants and agreements herein contained shall paped to the trans as plaintiff's attorney's lees in case suit or action is commen

In construing this mortgage, it is understood that the mortgagor or mortgage may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

"IMPORTANT NOTICE: Delete, by lining out, whichever warronty (a) or (b) is not op-plicable; if warranty (a) is opplicable and if the mortgagee is a creditor, as such ward with the Act and Regulation by making required disclosures; for this purpose, if this form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Ness Form No. 1306, or equivalent;

## STATE OF OREGON.

County of Klamath

BE IT REMEMBERED, That on this 28th before me, the undersigned, a notary public in and for said county and state, personally appeared the within named ROBERT HEGEDUS and MARGARET HEGEDUS, husband and wife

known to me, to be the identical individual S described in and who executed the within instrument and executed the same freely and voluntarily.

SPACE RESERVED

FOR RECORDER'S USE

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

my official seal the day and year last above written. My commission expires 6/19/83

a hert 2

ROBERT HEGEDUA MARGARET HEGEDUS

MORTGAGE

(FORM No. 105A)

2 11

STEVENBORED LAW PUB. CO., PORTLAND, ORE

Mr. and Mrs. Robert Hegedus. то

Mr. and Mrs. William T. Cavanal gh

AFTER RECORDING RETURN TO MTC - Kristi

STATE OF OREGON

## County of Klamath

I certify that the within instrument was received for record on the 28th day of August , 1979 nt 3:46 o'clock P. M., and recorded in book M79 on page 20516 or as tile/reel number 73076

55.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Why. D. Milne Title Byzlienel Water Schele it Deputy. Fee \$7.00