

ちょてつししょ MORTGAGE

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This indenture, made this <u>13th</u> day of <u>September</u>	
hereinafter called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a seri vo vitegori sell standisched und er frides fundisches Interacts ach te en	
the second self and new back and at the participant to the second s	mational Danking association, hereinafter called "Mortgagee".
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there are a set of the	
untroper rules and income many of the Mortgager, th	Ta No (me risperto vientinaj provincinaj p
For value received by the Mortgagor from the Mortgagee, the Mortgagor unto Mortgagee, all the following described property situate in <u>sometry Kla</u>	mo the most sold and does hereby grant, bargain, sell and convert
unto Mortgagee, all the following described property situate in <u>some sort</u> . <u>Kla</u> Tract 27, Kielsmeter Assa	County, Oregon: to wit:
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assisted with the buildings, improvements and fixtures now or hereafter citizet	the we we to to each active with a start of the second sec
Loss of the tables to be real with a contrast to be decly destributed and at a ogether with the buildings, improvements and fixtures now or hereafter, situate o sed or intended for use for plumbing, lighting, heating, cooking, cooling, ventilatin > To Have and To Hold the come water.	in said premises, including, but not exclusively all percendent
To Have and To Hold the same unto the Mortgagee, its successors and assign	Xos teutel to noticet sullo treat years build to the original to notice the original to the originat to the original to the or
a same unto the Mortgagee, its successors and assign	s, forever
And the Man	s, forever. ni vidu by uga ka nort kopegan Malanza Pri yina Pri ya 1971 na 1971 na 1971 na 1971 na 1971 na 1971 ni
and the wortgagor does hereby covenant to the Mortgagee that Mortgage	
And the Mortgagor does hereby covenant to the Mortgagee that Mortgagor gor is the absolute owner of the said personal property and that Mortgagor will mands of all persons whomeover	is lawfully seized in fee simple of the said real property, that Man
gor is the absolute owner of the said personal property and that Mortgagor will mands of all persons whomsoever.	warrant and forever defend the same against the land
	and
Bt and partie is intended as a mortgage to secure performance of the co	Manager and the second
This conveyance is intended as a mortgage to secure performance of the co pt and performed, and to secure the payment of the sum of $\$_{-5}000.00$	venants and agreements herein contained to be by the Mortagon
a certain promissory note executed by Mortgagor dated	and interest thereon in accordance with the tenor
a certain promissory note executed by Mortgagor dated <u>September 13</u> ints of not less than S <u>132.19</u>	-1979 Davable to the order of the
ar each including teach	Worldage in install
, 19_79_, untilOctober 1, 198	on the <u>lsti-</u> day of each month commencing 3 , when the balance then remaining unpaid shall be paid.
	, when the balance then remaining unpaid shall be paid
The Mortgagor does hereby covenant and agree to and with the se	el Hennisten musses sur
The Mortgagor does hereby covenant and agree to and with the Mortgagee, its	successors and assigns:
• Ind Worldagor will now when a	E.L.D. F. M. P. C. S.
rges upon said premises or for services furnished thereto.	interest, as prescribed by said note and all town to
	taxes, liens and utility
2. That Mortgagor will keep the real and personal pros-	
That Mortgagor will keep the real and personal property hereinabove descr damaged or destroyed by any cause, Mortgagor will immediately reconstruct or re in the value thereof at the time of such loss or damaged.	ibed in good order and repair and that it
the value thereof at the time of such loss and	pair the same so that when any of the said property

t damage; provided, that if such loss or damage shall be caused by a liazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of insurance pro-

3. That Mortgagor will, at Mortgagor's own cost and experise, Rep 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) days prior to expiration of any policy, Mortgagor 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 premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property dam-

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 trust on the property described herein and the note(s) secured thereby '024

or pay the indebtedness secured hereby

7. That in case the Mortgagor_shall fail to perform any of the acts herein required to be 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 itens or utility charges, make any repairs, or do any other of the things required, and any expanses so incurred and any sums so paid shall bear interest at the rate specified in the 2

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8-That, trany 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 this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due

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 9. Inat, in the event or the institution of any suit or action to forecrose this mortgage, the Mortgagor will pay such suit 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 inany appendie court may aujuoge reasoname as accorney a new in connection-merewini and such intriner sums as the mortgagee shall have paid or in-curred for title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are curred for title searches or examination tees in connection therewith, whether or not final juggment 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 secured nereby; that in any such suit, the court may, upon application of the plaintin and without regard to the condition of the property of 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 posses adequacy of the security for the indeptedness nereoy secured and without house to the wortgagor or any one else, appoint a receiver to take possestion 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 sion and care or an said montgaged property and context and receive any or an or the tents, issues and promis which had intercontraction deviced 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 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 covenereoy; after first paying therefront the charges and expenses of such receivership; out until a default by the wortgagor in one or more of his cove-nants or agreements herein contained. Mortgagor may remain in possession of the mortgaged property and retain all rents actually received by Mort-

10. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be 10. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as proteined of 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 binding jointly and severally upon all mortgagors and the word wortgagee shall apply to any holder or this mortgage. All of the covenants of the Mortgagor shall be binding upon Mortgagors heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and mortgagor shall be binding upon intertigagors neirs, executors, auministrators, successors and assigns ditumore to the benefit of the successors and assigns ditumore to the benefit of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary assigns of the wortgagee. In the event of any transfer of the property herein described of any perturbered of any interest inerein, whether voluntary of 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, secured, two condition of this mortgage shall be deened waived unless the same be expressly waived in writing by the wortgages, 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 nereor or by any law now in existence or nerearter enacted, such notice, demand or request shall be such ficient if personally served on one of 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 or the last address actually furnished to the Mortgagee or at the mort-IN WITNESS WHEREOF, said Mortgagor has executed this indenture the day and year first above written.

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