20205-7-D State of the second FORM No. 105A Vol. M79 Page 23.322 ₩5432 2+53.cou' OLedob 0.383 - O-THIS MORTGAGE, Made this and day of Scoption Con 19 79, by DONNA R. FOWLER Mortgagor, to ... PACIFIC WEST MORTGAGE CO., an Oregon corporation Mortéagee, WITNESSETH, That said mortgagor, in consideration of _____ELEVEN_THOUSAND_FIVE_HUNDRED _____Dollars, AND NO/100-----Dto him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, ex-State of Oregon, bounded and described as follows, to-wit: Lots 18, and 19, POOLE HOME SITES, in the County of Klamath, State of Oregon. of Oregon. MORTGAGE SINTE OF OLICOR ار در این کرد و در در این از این از این از میتران و در میتران مربع استفاد این میتران و در میت A proving the May Source Science and the second state of the secon Would Patent for Ong Million Sustan of Levil 2 DORWAR DICK (OFFICIAL SELC) Sefer spec Toti Personally appeared the above builder DONNA, R., FOWEER, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging Forma of or, in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage. TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever. following is a substantial copy: Klamath Falls ore, Scottomox 2), 1979 \$ 11,500.00 I (or if more than one maker) we, jointly and severally, promise to pay to the order of PACIFIC WEST MORTGAGE CO., an Oregon corporation at Stayton, Oregon --- DOLLARS, ELEVEN THOUSAND FIVE HUNDRED AND NO/100-with interest thereon at the rate of _______ percent per annum from date Soptember 7, 197 [until paid, payable in monthly installments of not less than \$164.33 in any one payment; interest shall be paid monthly and Inderstation in any one payment; interest shall be paid into the sum payments of an action is filed, heard or decided. All due and payments is not such as the payment of the sum payments and the payment on the sum principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and action is filed, the amount of such reasonable attorney's tees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided. All due and payment payments in five (5) wears is tried, heard or decided. All due and payable in five (5) years. * Strike words not applicable. /s/ Donna R. Fowler Stevens-Ness Law Publishing Co., Portland, Or SN FORM No. 217-INSTALLMENT NOTE. #2435 The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-comes due, to-wit: Scontos 2719.84 And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in lee simple of said premises and has a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereot; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every inture which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-nable and before the same may become delinquient; that he will promiptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortfagee may from time to time require, in an amount not less than the original principal sum of the note or hazards as the mortfagee may from time to time require, in an amount not less than the original principal sum of the mort gagee as soon as insured. Now if the mortgagor shall laif for any reason to procure any such insurance and to deliver said policies for the mortgagee at least filteen days prior to the expiration of any policy of insurance now or herealter placed on said buildings, to the mortgagee any procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises the mortgagee in executing one or more linancing statements pursuant to the Uniform Commercial Code, in form satis-join with the mortgagee, and will pay for filing the same in the proper public of lie or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

1.21

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 Important Notice below), (b) for an organization or (even it mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes. agricultural, purposes. 1108-7012

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 all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a pro-ceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be fore-closed at any time thereafter. And if the mortgage may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may use so paid by the mortgagee. In the event of any suit or action being instituted to forecloses this mortgage, etc. and if an appeal is taken from any judgment or decree entered therein mortgage for title search, all statutory costs and disbursements and such lurther sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgage for lurther promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage respectively: Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgage and of said mortgage respectively:

Each and all of the covenants and agreements herein contained shall apply to and bind the hers, executors, administrators and assigns of said mortgagor and of said mortgage respectively. In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgage, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage. 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 leminine 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.

Jonna R. Faculte

23303

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not op-plicable; if warranty (a) is applicable and if the mortgages is a creditor, as such word is defined in the Truth-in-Landing Act and Regulation 2, the mortgages MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this Instrument is; to be a FIRST lien to finance the purchase of a dwelling; us Steens-Nest Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, us Steens-Nest Ness Form No.: 1306; or equivalent; 2 USENUSED (CONCIL-6 LUE UNALIGH)

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fielts, executors, administrations and 4 suges roterer, TO HAVE AND TO HOLD the said premises with the appuntations and the and moves of the

or at any time during the form of this morigage. profils therefrom, and any and all fixtures upon said premises of the time of the overtition of the instance STATE: OF: OREGON, and sindular set hereafter thereto behad on apparticulation and the real of an and control of the real of a sindular country of the control of the real of

Personally appeared the above named ______ DONNA_R.__FOWLER______

and acknowledged the foregoing instrument to be	her	voluntary act and deed.
	Before me:	DONNA K. RICK
(Official Seal)	Notary Publi My commiss	c for OregONDTARY PUBLIC-OREGON for Mac Gougoyssion Expires
		STATE OF OREGON ss County ofKlamath
COULT (FORM No. 105A) DOWN II HE CLUE <u>DOUBTEVENT-NESS LAW PUB. CO. PORTLAND, ORE. (10)-</u> <u>ACTIVE COULT COULT OF OFFICE (10)</u> COULT COULT OF OFFICE (10) COULT COULT O	an futions, to write star its	I certify that the within instru-
	CE RESERVED	in book
P.O. 1Box 497 1000 Auto at Stayton, Oregon 97383 #2435	A) day at	By Bernitha Lidets ch Deputy Fee \$7:00