TRI-M BUILDERS III ST	Vol. m/19 Page 24012 7/A-	38:: !
传统特别的现在分词是一定 的 是是这些事情的是否可能的重要的关系,这些是有现在的现在分词是不是现在的一种。		, betwe
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called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a no	ational banking association, hereinafter called "Mortgagee" whose a	ddress is
H Wor	74012 Jorthages 24012	
		Tilly or the second
ror value received by the Mortgagor from the Mortgagee, the Mortg	agor has bargained and sold and does hereby grant, bargain, sell an	d conve
unto the Mortgagee, all the following described property situate in	KLAMATH County; Oregon, I	lo wit:
LOT 17, SKYLINE VIEW, IN THE COUNTY OF KLAMA	[[일본(조현) 글리아(1) 발생이 시작되었다. (1) 전 경기 (1) 전 시작	
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Stores of the community of the contract of the	IUN MURITARE	
together with the tenements, hereditaments and appurtenances now or hereafter situate on said premises to the one situated on the real property hereinabove described, including	hereafter thereunto belonging as is a second	
This conveyance is intended as a mortgage to secure performance of the	is and demands of all persons whomsoever. (1) 31.762 V. Correction (1) e covenants and agreements herein contained, to be by the Mortege	re, and
"항상 이 10일 25일 이 대통령 등의 등 당시를 통령하는 경험을 통증하는 것이 15일 일본 이 기계를 통증하는 것이 되었다. 학교에서 되는 지원 등 하는 것이 되었다. 그는 그는 그는 그는 그는	Nonwolforma executes the majorate for the contract in tance. 43.200.00	e ottai
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e satis-u iration of any policy or policies he will deliver to the Mortgage piration of any policy or policies he 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, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the performance of such condition or the existence of any facts or the value of Mortgagee with all such evidence as it may request concerning the per-formance 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 in-surance 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 in-debtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed. of the property damaged or destroyed.

- 4. That he will execute or procure such further assurance of his 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 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 10% per annum and shall be secured O Perepair DAY OF EACH HOMIN COMMENCING NOVEMBE
- 6. That he will not, without the prior written consent of Mortgagee. transfer his 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 transferee were a new loan applicant. Mortgagee shall not upreasonably withhold its consent. As a condition of its gagee shall not unreasonably withhold its consent. As a condition of its gages snall 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 indebtedness hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

That, in the event of the institution of any suit or close this mortgage, the Mortgagor will pay such sum as the tr 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 extensions of abstracts or title searches or examina-tion fees 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 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 action of the property and action of the security and action of the said mortgaged property and said mortgaged property action of the said mor 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 seamount 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 his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

9. 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 "Mortshall apply to any holder of this mortgage. Masculine pronouns gagee snan apply to any noider of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, resecutors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortagor and the successors and satisfactors. gagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involunany 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 ever 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.

Wm D. MILNE, Gounty Clerk

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IN WITNESS WHEREOF, said Mortgagor has executed this indenture the day and year first above written. This convey note is independed as a mortificite to secore performance of Monschein Charles And the Morgagus devaluers, sovement to and with the Morgagus there is busheds the absence of the ratio personal property, that the self-real and personal property, that the self-real and personal property that the law-integer contains a factor of the fa CORPORATE ACKNOWLEDGEMENT On Many On Man On the Country of the State of Oregon. Country of thanest, and other stars, office had spale sytteres, blee the rapid Personally appeared ankur) coopulit a majottim of nand 2 appre centilist. Inc. at who being duly sworn, did say that he,. Tinter navery ben (1887) aftiath an sabigir , is the County of Klamath and he. _, ₁₉__79 October 5 Personally appeared the above named Charles E. Monschein FREN g corporation, and that the seal affixed to the foregoing instrument is the for TRI -M BUILDERS a corporation, and that the seal affixed to the foregoing instrument is corporate seal of said corporation (provided said corporation has such seal) and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be and acknowledged the foregoing instrument to be his voluntary act and deed. its voluntary act and deed. Before me Before me: MOR (SEAL) <u>∩</u> Notary Public for Oregon Notary Public for Oregon My commission expires: My commission expires: 2-3-83 STATE OF OREGON,) IHE CX WE AT County of Klamath) Filed for record at request of BANK OF OREGON Transamerica Title co. on this 11th day of OctoberA.D. 19 79 ION RETURN al 10:49 c'clock A M, and duly 1, 11 recorded in Vol. M79 of Mortgages 24012

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