MORTGAGE

Vol. 79 Page **27130**

16th THIS INDENTURE, made this November day of RICHARD T. DUDY and JEANNE S. DUDY, husband and wife. herein called "Mortgagor", and WESTERN BANK, an Oregon banking corporation, herein called "Mortgagee", rio bearmented of the of the southwater and leave the conentri scored neleta peterban to periodically of the construction of the second control of the second of the legents of the second The street of any default be made in the property of the or alcometricity and the process properties processive expellibringing. For value received by the Mortgagor from the Mortgagee, the Mortgagor does hereby grant, bargain, mortgage and convey Klamath County, Oregon, to wit: unto the Mortgagee all the following described property situated in ត្រាក់ស្នាក់ ប្រទេសជាទី ស៊ី សាស ស្រីស្នាស់ ស្និតស្នាក់ ដែលស្រីស្នែក ម៉ែន និងស្នា Lot 12, Block 303, DARROW ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath and State of Oregon. shall not untraggness the streets of the trief yldences and its fisher icamica il cpa finversioni esta noco fedu diversioni que le unuser seineut ihn weiten somsen et Mürkeget, that if aug of gradi ing stanggang bang dipandapata as magag dalamah da Plantager and any cut or respond be contain or remaration and the inventodries hereby secured. Their has estimated by recordingly this and republications with reference thereto, that processor and processor with your and their an investigation (heleof spenet or not the timereces against on the earth ou doog vage cang calait on pur canal pas and man i Mortgages, transfer his intensi in Said prenium or may park and Reep the that sud personal projectly beginned a stribed to the consecution of the realist parties and the waite of the sail member of any part hereif that Mortagor The Mortgagor Will not constitut or parmy strip of ester perent the fuote destricted block, whichever is been all our circle to 37000 menter in all per amenter objector sale elementer su la conficie interest, in troubled in the second color in behind the mention of nur and exhaper se givening and and every or had been deer Tarbebischesses gewurd beweist, soch sters payment to dere ourifice was each ichair an go and arear a receive colorie. 🗠 reh payment in the principal halance from unpaid on the entable, procure any incorrects, they any taken or hear or although and puse the good Morrage or may then east the remount of any anti deligance de les partes de co, and ambour server el seco one to yabie from the loss trust huses, when the same become due gone of her consecutive Menigares railed; he aprior to Liausaray lankshir ing mporpse chartat shiep mang orpsemba se de combination de la secono de la la la la la la la combinata de la combina Thorigages is authorized to tely taxes, instruce premiums on the ig - That in case the Mortenton and Link patient of it we are Der indebteden sis seenred hereby, it Mertgages stocks sy to do. collective to the premier of the principal balance their unput on ហូច ដែមនិសា of the line to the same possess, as one or collection in -pochastic a da or specialistica in a special par and produced special produced by the special particles of the contract of th Let there be any execute of back to see a fair to execute gua rom tremur um or masquienne qua manguos bolica. Sp Squay, to transital say premiums to any manch of by majest of qua broberti, quantien or gerriotan Discusação por insurance paraces. Montente abili nast gonelhos. An noi sentree chârge, ale imposad, he en decrito entillamitis (etc. poláni zdanuje o po je reminar residencia a supracció de la Mattagee may request that the factories part is the continue of the continue o chemical for the conference of the conference of the come of coemons to set and the social sectors to been the personal parties. Next seem that the sectors is set that the sectors of the sectors in sectors in sectors. kar de eta erradur. dag etande erado karren erradure erradur oligiense in gregores på teles et lest 20 trollision istuelle. of parting company to meredical car you have a arsif roj. Tu jon, mo une or escu se la real stables de la camp abitu rae a diche de la la la capetal pui presurare es recordista e en la capación de together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, including but not limited to roads and easements used in connection with the premises; also, all fixtures, buildings and parts of buildings situated upon said property, including but not limited to electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleums and floor coverings, built-in stoves, ovens, garbage disposals, air conditions, refrigerators, freezers, dishwashers; and all other fixtures now or hereafter installed in or on the premises; and any shrubbery, flora or timber now growing or hereafter planted or growing thereon; and any and all replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land; and all the rents, issues and profits arising from the mortgaged property. inada ingger ng industrias pad paga pingga pinagga pakan akawa kenis TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

The Mortgagor does hereby covenant to and with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the said real property, that it is the absolute owner of all items of property described hereinabove, that the said property is free from encumbrances of every kind and nature, and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever. except a trust deed to Klamath First Federal Savings and Loan Assn.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be

by the Mortgagor kept and	performed and to secure	the payment of the	sum of \$ 8.000.0	On and i	nterest thereon in
accordance with the tenor	of a certain promissory no	te executed by	Richard T. and	Jeanne S. Dud	velas as Bridge
proitation rose chimino in	ing distribution to beautiful.	at light due 1997 an	ch exem the bearing	蓝色产品特殊/中国共和国主	PERMITTED BY THE AREA
dated November 16	, 19 <u>79</u> , payable	to the order of the M	lortgagee in installme	nts of not less than \$	277.33
each_includingi	nterest, on the 16th	_ day of each mo	nth com	nencing Decemb	er 16.
19					Talas Salera (Alberta)

This Mortgage is also given as security for the payment of any and all other indebtednesses, obligations or liabilities of the Mortgagor to the Mortgagee now existing or hereafter arising, matured or to mature, absolute or contingent and wherever payable, including but not limited to such as may arise from endorsements, guarantees, acceptances, bills of exchange, promissory notes, or other paper discounted by the Mortgagee or held by the Mortgagee, or taken as security for any loans or advances of any kind, sort or description whatsoever.

other paper mercurised by the Morteages or held by the Morteage, or aler at security for our reads or solved other, programme control portus programs, or poid to the programme or turns a security for successors and assigns:

Was [1] That Mortgagor will pay, when due, the indebtedness hereby secured, with interest as prescribed by said note, and will pay, when due, all other sums secured hereby, and all taxes, liens and utility charges upon said premises, or for services furnished thereto. In addition thereto, he will pay, at the time of payment of each installment of principal and interest, such amount as Mortgagee shall estimate to be sufficient to produce, at least one month prior to the time when payment thereof shall become due; the amount of (a) taxes, assessments and other governmental rates and charges against said premises (herein all called "taxes") and (b) premiums upon insurance against loss or damage to said premises (said amounts being referred to hereinafter as "loan trust funds"). If the sums so paid shall be less than sufficient for said purposes, Mortgagee will also pay, upon demand, such additional sum as Mortgagee shall deem necessary therefor. If Mortgagor desires a "package" plan of insurance which includes coverage in addition to that required under this mortgage, Mortgagee may, at its option, establish and administer a reserve for that purpose. If the package plan reserve is not sufficient to pay the renewal premium on a package plan policy, then Mortgagee may use such reserve to pay premiums on a policy covering only risks required to be insured against under this mortgage and allow the package plan policy to lapse. Mortgagee shall, upon the written direction of Mortgagor, and may, without such direction, apply sums paid by Mortgagor and held by Mortgagee to the purposes aforesaid; but the receipt of such sums shall not, in the absence of such direction, impose any duty upon Mortgagee to disburse the same or relieve Mortgagor from his covenants to pay said obligations or to keep the premises insured. Mortgagee may, from time to time, establish reasonable service charges for the collection and disbursement of premiums on package-type insurance policies. Mortgagee shall not, whether or not service charges are imposed, be subject to any liability for failure to transmit any premiums to any insurer or by reason of any loss growing out of any defect in any insurance policy. At Mortgagee's option, Mortgagee may apply all loan trust funds directly to the payment of the principal balance then unpaid on the indebtednesses secured hereby; if Mortgagee elects so to do, Mortgagee is authorized to pay taxes, insurance premiums on the mortgaged property and all other charges which would otherwise be payable from the loan trust funds, when the same become due and payable, and Mortgagee may then add the amount of any such payment to the principal balance then unpaid on the indebtednesses secured hereby, each such payment to bear interest as provided in the promissory note mentioned herein-

That Mortgagor will not commit or permit strip or waste of the said premises, or any part thereof; that Mortgagor will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that Mortgagor will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that Mortgagor will not cut or permit the cutting or removal of any timber without the written consent of Mortgagee, that if any of the said property be damaged or destroyed by any cause, Mortgagor, will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard covered by insurance payable to Mortgagee, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of the insurance proceeds to the expense of such reconstruction or repair.

That he will, at his own cost and expense, keep the building or buildings now or hereafter upon said premises. together with all personal property covered by the lien hereof, and foreclose this mortgage.

insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required, shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the expiration 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 the property insured and, if it shall appear to the Mortgagee that the insurance 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 indebtedness hereby secured or to be used for the repair or reconstruction of

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the

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 so to do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repair, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 8% per annum, or at the rate of interest set forth in the note mentioned above, whichever is greater, and shall be secured hereby.

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 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

7. That, if any default be made in the payment of the principal or interest of the indebtednesses 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 Hovember

Morgayes

8. 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 Mortgagee shall have paid or incurred for costs and disbursements in such suit or action, extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby and shall bear interest from the date paid or incurred by Mortgagee or from the date of judgment, whichever occurs first, at the rate set forth in the promissory note mentioned above; 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 collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or

ment 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. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any 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

such suit; that any amount so received shall be applied the payment of the debt secured hereby, after first therefrom the charges and expenses of such receivers until a breach or default by the Mortgagor in one or mo covenants or agreements herein contained, he may re possession of the mortgaged property and retain all rents paid to and received by him prior to such default. 9. The word "Mortgagor", and the language of this word the language of the such as	be paying enacted, such notice, der hip; but personally served on one of time hold record title to enclosed in a postpaid enactually such persons or to the Mortgag is instru-	notice, demand, or request is really any law now in existence or hand or request shall be sufficed for more of the persons who shall be the property herein describe nuclope addressed to one or nuclo	nereafte icient i ill at the ed or i more o actually ises and
IN WITNESS WHEREOF, the Mortgagor_s the day and year first hereinabove written.	<u>ha ve</u> hereunto set <u>thei</u>	rhandsand seal	l <u>s</u>
	Tichar T.	Daly .	(SEAL)
	Richard T. Dudy	' (
	Jeanne S. Dudy	Dudy (SEAL)
	Sealife 3. Dudy	$\it C$	A CONTRACT
		(5	SEAL)
			SEAL)
STATE OF OREGON			
		en de la companya de National de la companya de la compa	
County of Klamath	las albus listas se el el albus el	2005회 2015회 중에 관련하는 경우 전 시간 이 시간 시간 시간 보다 나는 모든 사람이다.	
- 100 HT : 1			ng Palangan Palangan Tangka Palangan
November 16 A.D. 19 79			
November 16 A.D. 19 79	hard T. Dudy and Jeanne S	Dudy, husband and	
November 16 A.D. 19 79. ss. Personally appeared the above-named Ric	hard T. Dudy and Jeanne S		
November 16 A.D. 19 79. ss. Personally appeared the above-named Ric	hard T. Dudy and Jeanne S		
November 16 A.D. 19 79. ss. Personally appeared the above-named Ric	hard T. Dudy and Jeanne S.	fore me:	
November 16 A.D. 19 79. ss. Personally appeared the above-named Ric	hard T. Dudy and Jeanne S.	fore me:	
November 16 A.D. 19 79. ss. Personally appeared the above-named Ric	hard T. Dudy and Jeanne S. ir voluntary act and deed. Be Candral Notary Pu	fore me: 1/771-nz-fruill ablic for Oregon.	
November 16 A.D. 19 79. ss. Personally appeared the above-named Ric	hard T. Dudy and Jeanne S. ir voluntary act and deed. Be Candral Notary Pu	fore me: 1/771-nz-fruill ablic for Oregon.	
Personally appeared the above-named Ric Wife, and acknowledged the foregoing instrument to be the Return to: [Notary Seal) Western Bank Klamath Falls Branch P. O. Box 669 Klamath Falls, OR 97601	hard T. Dudy and Jeanne S.	fore me: 1/771-nz-fruill ablic for Oregon.	
November 16 A.D. 19 79. ss. Personally appeared the above-named Ric	hard T. Dudy and Jeanne S. ir voluntary act and deed. Be Candral Notary Pu	fore me: 1/771-nz-fruill ablic for Oregon.	
Personally appeared the above-named Ric Wife, and acknowledged the foregoing instrument to be the Return to: [Notary Seal) Western Bank Klamath Falls Branch P. O. Box 669 Klamath Falls, OR 97601	hard T. Dudy and Jeanne S. ir voluntary act and deed. Be Candral Notary Pu	fore me: 1/771-nz-fruill ablic for Oregon.	
Personally appeared the above-named Ric Wife, and acknowledged the foregoing instrument to be the Western Bank Klamath Falls Branch P. O. Box 669 Klamath Falls, OR 97601	ir voluntary act and deed. Be Candini Notary Pu My Commission Expires:	fore me: 1/771-nz-fruill ablic for Oregon.	
Personally appeared the above-named Ric Wife, and acknowledged the foregoing instrument to be the Return to: [Notary Seal) Western Bank Klamath Falls Branch P. O. Box 669 Klamath Falls, OR 97601	ir voluntary act and deed. Be Candini Notary Pu My Commission Expires:	fore me: 1/771-nz-fruill ablic for Oregon.	
Personally appeared the above-named Ric Wife, and acknowledged the foregoing instrument to be the Return to: Notary Seal Western Bank Klamath Falls Branch P. O. Box 669 Klamath Falls, OR 97601 STATE OF OREGON; COUNTY OF KLAMA I hereby certify that the within instrument we	ir voluntary act and deed. Be Candini Notary Pu My Commission Expires: TH; ss. as received and filed for record	fore me: $3/707 + 2/2 + 2/2 = 2/2 $	
Personally appeared the above-named Ric Wife, and acknowledged the foregoing instrument to be the Notary Sealy Western Bank Klamath Falls Branch P: 0. Box 669 Klamath Falls, OR 97601 STATE OF OREGON; COUNTY OF KLAMA I hereby certify that the within instrument we November A.D., 19 79 at 3:30	ir voluntary act and deed. Be Candra Notary Pu My Commission Expires: TH; ss. as received and filed for record clock — M., and duly reco	fore me: $3/707 + 2/2 + 2/2 = 2/2 $	
Personally appeared the above-named Ric Wife, and acknowledged the foregoing instrument to be the Notary Sealy Western Bank Klamath Falls Branch P. O. Box 669 Klamath Falls, OR 97601 STATE OF OREGON; COUNTY OF KLAMA I hereby certify that the within instrument we November A.D., 19 79 at 3:30 of Mortgages on Page 27	ir voluntary act and deed. Be Cancer Notary Pu My Commission Expires: TH; ss. as received and filed for record clockM., and duly reco	fore me: If more fractions is a second of the second of t	
Personally appeared the above-named Ric Wife, and acknowledged the foregoing instrument to be the Notary Sealy Western Bank Klamath Falls Branch P. O. Box 669 Klamath Falls, OR 97601 STATE OF OREGON; COUNTY OF KLAMA I hereby certify that the within instrument we November A.D., 19 79 at 3:30 of Mortgages on Page 27	ir voluntary act and deed. Be Candra Notary Pu My Commission Expires: TH; ss. as received and filed for record clock — M., and duly reco	fore me: If more fractions is a second of the second of t	