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19 August 80 , between This indenture, made this, ___day_of____ . 19___ Mark S. Babcock and Susan L. Babcock, Husband and Wife hereinafter called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a national banking association, hereinafter called "Mortgagee"; อที่รับที่ จะเอกอาสารที่เวล ออีเม่มกออ ให้กำนับมีมีครารเอียมเจ้าทาวิรัยมี โมษ์ และ 3 dented also at materia if more used and the second test WITNESSETH: based the evaluation of the base shows a second of the Country there exists and more and means beings on the Longer of the line of the second of the second For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto Mortgagee, all the following described property situate in _____ Klamath _____ County, Oregon, to wit: Lot 7, Block 36, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon. but another an an an an or angle has another and an entropy of the second Untilitätteninfärtet nitradisteninin (na jastarissi sten en se beginnen mannissi yes to amin but bran we had to be been and and you the represent and a straight straight the second ที่มีมีนี้ จักลังที่ กลังสุดๆจังที่ พัฒนิ ได้ หม่ได้ที่ สัญหิ รองเมตร 1 สาวญาย์ เรื่องกับการ การกระดูสาวการกระก alistan sentartiandi adi 15 member alti adi jangarinan enter den darina kenganakan kenganakan seri eter eter e will be wearwinder. We want the article pathon of the ready free of an article of the same being a second the build the second of the second state descent second second and the second second second second by second se together with the buildings, improvements and fixtures now or hereafter situate on said premises, including, but not exclusively, all personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors. To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

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their

And the Mortgagor does hereby covenant to the Mortgagee that Mortgagor is lawfully seized in fee simple of the said real property, that Mortgagor is the absolute owner of the said personal property and that Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever. discalN

This conveyance is intended as a mortgage to secure performance of the cov	enants and agreements herein contained to be by the Mortgagor
kept and performed, and to secure the payment of the sum of \$	and interest thereon in accordance with the tenor
of a certain promissory note executed by Mortgagor datedAugust 19, 1	payable to the order of Mortgagee in install-
each including interest (on the day of each month commenting
October 13, 19 80 until September 13, 1	. when the balance then remaining unnaid shall be paid

The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

1. That Mortgagor will pay, when due, the indebtedness hereby secured, with interest, as prescribed by said note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.

2. That Mortgagor will keep the real and personal property hereinabove described in good order and repair and 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 lass 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 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 proceeds to the expense of such reconstruction or repair.

3. That Mortgagor will, at Mortgagor's own cost and expense, keep 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 damaged or destroyed.

That Mortgegor will execute or procure such further assurance of his title to the said property as may be requested by the Mortgegee,

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. 000

6. That Mortgagor will not transfer his interest in the mortgaged property; or any part thereof, whether or not the Transferee agrees to assume or pay the indebtedness secured hereby. 国际口的工具分析

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 of its part to so do; and without waiver of such default, procure any insurance, pay any taxes of 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 the rate specified in the note secured hereby and shall be secured hereby,



8. The state of the 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 -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 and payable and foreclose this mortgage. any appellate court may adjudge reasonable as attorney's thes in connection therewith and such further soms as the Mortgagee shall have paid or incurred for 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; 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 the 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 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 covenants 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 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 gagor prior to such default. Mortgagor shall be binding upon Mortgagors 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 Mortgagee. 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 suffigient if personally iserved onlone 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 or the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box. IN WITNESS WHEREOF, said Mortgagor has executed this indenture the day and year first above written. to the Morrengee that Martanaor is rewulty-served in the simple of the cold rule property, that Morr STATE OF OREGON realises ones on sector reversion to the there we have been and indition Klamath Augustar19; an or barning 9-80 an ernemation has a reason of the comment Tonstion the sonstation of the above named Mark S: Babçock 91 terrous A 72.16 Personally appeared the above named October 13, 19 80 million au au remaint continioni fice 13th September 13, 1990 and Susan L. Babcock bied addishe biednu punitimes and spinistadt redu-and acknowledged the foregoing instrument to be Sus to some all one on of the bes of as we be that the onange transferi itrive toranse velopart exercised ashire era source eras and the second ashire eras and voluntary act and deeq their Before per Litt in Softwarm had rass been demotion viscours to make him it is a construct two sources of (SEAL) Notary Public for Oregon Catchnices native lasts as among of money of participation quite investor the approximation and and and the N CTAy commission expires: By a first in the second se (is the st pilan eri at meura, tan angentuan at tertar ean ini tant muteno ta 117.71 Side Insulation STATE OF OREGON, naporta bi ani are 1 Gragon 0 County of Klamath) tondored Sec. 19 disyon e Sight of 10 Sec 300 missist Filed for record at request of a in months S 4111 110 100 11971935 URN TO: OREGON ai ni võ 5 21422 neinad den of aca G ADO 1 is senit?

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on this 20th day of August A.D. 19 80 3:54 www.scumes'clock P. M. and duly Mortgages recorded in Vol. 1180 of 15789 County Clerk Page D. MILNE. unabiliti Fee_