



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 said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding 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 foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee 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 be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further 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 mortgagor further 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 and included in the decree of foreclosure. All of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

Each and all of the covenants and agreements herein contained shall be binding on said mortgagor and said mortgagee respectively.

and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, 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.

It is understood that the mortgagor or mortgagee may be more than one person; that if the mortgagee is more than one person, the word "mortgagee" shall be construed to mean the mortgagees, the feminine and the neuter, as the case may be.

In construing this mortgage, it is understood that the mortgagor or mortgagee 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 feminine 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.

Stephen Lee Ward

Sharon Leigh Ward

Sharon L. Ward

**\*IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such warranty is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee **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, use Stevens-**Form No. 1305** or equivalent; if this instrument is **NOT** to be a first lien, use Stevens-**Form No. 1306**, or equivalent.

STATE OF OREGON,

County of.....Klamath

SS.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of August, 19 80,  
before me, the undersigned, a notary public in and for said county and state, personally appeared the within  
named Stephen Lee Ward and Sharon Leigh Ward, husband and wife,

known to me to be the identical individual S. described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

my official seal the day and year last  
*Michael L. Grant*  
 Notary Public for Oregon.  
 My Commission expires 1-21-81

# MORTGAGE

(FORM No. 105A)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Stephen Lee Ward  
Sharon Leigh Ward

TO

John Everett Lee Ward  
Lynette June Ward

Mr. and Mrs. John Ward  
3005 Bisbee Street  
Klamath Falls, OR 97601

STATE OF OREGON

County of     Klamath    

I certify that the within instrument was received for record on the 22nd day of August, 19 80, at 9:14 o'clock AM., and recorded in book M80 on page 15885 or as file/reel number 88666.

Witness my hand and seal of  
County affixed.

Wm. D. Milne

*Title*

By Bernice H. Hetch Deputy.

Fee \$7.00