FORM No.	TUSA-MORIGAC	9				VOI.M	r/ rage	Paral	DT 💮
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y	DOTITIDD	. HELLIWELL				hushand an	d wife.	Mort	gagor,
<b>.</b>	ROGER I.	HELLIWELL	and DOROTI	ar J. neithi			1	Mor	tgagee,
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		Klamath Co							
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The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage a (a)\* primarily for mortgagor's personal; family, household or agricultural purposes (see Important Notice below), (b)-for an organization or (even if mortgagor is a matural person) are for business or commercial purposes othe mortgage are: agricultural-purposes.

Agriaultural-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 threed, the mortgage shall have the option to declare the whole amount unpaid on said note; it being agreed that a failure to perform any covenant herein, or if a pro-closed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance closed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or number shall be added to and become a part of the debt secured by this mortgage may at his option to 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 mortgage to breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mort-gage for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge 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 lim of this mortgage, the Court, may upon motion of the mortgage, appoint a sective to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, and as said mortgager and of said mortgage and expenses, to the payment of the amount due under this mortgage. I

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

mag

Linda L. Hjort\

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not ap-plicable; if warranty (a) is applicable and if the mortgages is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, 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, use Stevens-Ness Form No. 1306, or equivalent.

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STATE OF OREGON,

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County of Daughas is ranged and for all expression langes of the construction of the c

BE IT REMEMBERED, That on this day of February , 19 81, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named DONALD E. HJORT and LINDA L, HJORT, husband and wife, - -strive 

known to me to be the identical individual S. described in and who executed the within instrument and acknowledged to methat they may executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed 

my official seal the day and year last above written. J. i nar

Mill A Collecter

Ille Tolukien

My Commission expires MY COMMISSION EXPIRES DECEMBER 17, 1981