964 105	146 TATES NATIONAL	M-TC-99	<u>ok</u>	- Vol. <u>^M8/</u> F	~~34	159
BANK ONTED ST	DREGON	MORTGAGE	Date: _	February 27		, 19 <u>81</u>
3350 South St Mortgagor ("Owner")	nty 201960 : <u>Betty Kanna</u>		37401 -	<u>Klamath</u> Fall gee ("Lender"): United States Nat	ional Bank of	, Oregon
Owner's Address:	4812 Sturdivant Klamath Falls, OR9	07601	Address	<u>3720 South Si</u> Klamath Falls	xth Street	
 Owner mor County, State of0	tgages, to Lender, on the tern pregon, including a	ns set out below, th	e followin w and here	g "Property" in	Klamath	
I	ot 12 Block 7, Winches blat thereof on file in Dregon MOMICYCE	the office of	the Cou	cording to the hty Clerk of K1	amath Count	:y ,
Netary Public tor Origi សំរុក commission express			ary Public to concretsion			
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ىدى بىلەر بىلە 1995- يىلەر بىلەر بىل)) 19.61 above-names <u>(19.617, 53008)</u> 6) jesterunen (10.69, 53008) 6) jesterunen (10.69, 53008)	р0(3 1		1.69	en Inne i Anglistagis Inne i Station Inne i Station Inne i Station Inne i Station Inne i Station	an a an gant
signed by 2/27/81	gage secures the repayment <u>Betty Kanna</u> , the original Loan Amou			an evidenced by a wer'') which is pay and the last payme	able to Lende	r. I his wote

Lender may without notice renew or extend the Note, and this Mortgage shall secure all such extensions and renewals whether or not the extensions and renewals are longer than the original period of the Note.

iole 3 neoOwner agrees to perform all acts necessary to insure and preserve the value of the Property and Lender's interest in it, including but not limited to the following acts: 92 3.1 MOwner Will2keep the Property in good condition and repair. Unless Lender expressly waives the requirement in writing, Owner will insure the Property, by policies payable to Lender under Lender's loss payable endorsement, for fire and extended coverage, and also against all other risks that Lender may require. Lidut? The amount of insurance must be enough to pay 100% of any loss, up to the balance owed on the loan, despite the effect of any co-insurance clause. Owner will provide Lender with proof of such insurance satisfactory to Lender. Lender may inspect the Property at auh timehays the furyer, artucing any for appears. 3.2 Owner will not sell or otherwise transfer any interest in the Property, or offer to do so, without Lender's written consent. The Morston this Morgania 3.3 Owner will pay all taxes, assessments, liens and other encumbrances on the Property which might take priority over this Mortgage when they are due. to the many participation of the participation of the second second second second second second second second s

4. (If Owner fails to perform any of the agreements made) in Section 3. Lender may pay for the performance of the agreements and add the cost to the Loan Amount, on which interest is calculated. Owner will pay Lender the coststh immediately: or incincreased (payments; whichever Lender demands.) Contact (Payments; whichever browiged, the probably if dot (per pp) (our judy of

15: biThe following are events of default under this Mortgage: autor man fare provided of and unude (5.1 (The promised payment amounts) on the

Note and failure to perform any agreement in the Note.

ments made in Section 3, whether or not Lender has paid for the performance of the agreement. 5.3. There is a default under any other agreement that secures the Note.

5.4 Any signer of this mortgage or any signer of the Note misrepresented or falsified any material fact in regard to either the Property, the financial condition of any signer of the Note or any guarantor or surety for the Note, or the application for the loan evidenced by the Note.

5.2 Owner fails to perform any of the agree-

5.5 The property is damaged, destroyed, sold, levied upon, seized, attached, or is the subject of any foreclosure action.

5.6 Any signer of this Mortgage, any signer of the Note, or any guarantor or surety for the Note, dies, becomes insolvent, makes an assignment for creditors or is the subject of any bankruptcy or receivership proceeding.

5.7 Any partnership or corporation that has signed the Note or this mortgage, or is a guarantor or surety for the Note, dissolves or terminates its existence.

6. After default, Lender may take one or more of the following actions at Lender's option, without notice to Owner:

6.1 Lender may continue to charge interest on the unpaid part of the Loan Amount at the rate of interest specified in the Note.

drated have 6.2 Lender may declare the entire unpaid amount owed on the loan, including interest, to be ment due and payable immediately.

6 6.3 Lender may, with respect to all or any portion of the Property, exercise the right to foreclose

Noto.

KEY LOAN KIT 51:4320 T/80 PAGE 10

this Mortgage by judicial foreclosure in accordance with applicable law. A his score read baryonent dates, or 6.4 Lender may, by agent or by court-appointed receiver, enter upon, take possession of and manage the Property; and collect the rents from the Property, provided the Property is not then the farm lands or homestead of Owner. Lender shall be entitled to appointment of a receiver, whether or not the apparent. value of the Property exceeds the amount that is owed on the Note and this Mortgage. The receiver shall serve without bond? if the law permits it. (as be concerned) 6.5 Owner will be liable for all costs and disbursements Lender may be entitled to by law in con-

nection with any action, suit, or proceeding to collect any: amount: Owner: owes, or to foreclose upon the Property. Owner will believe tixes, assessments, lieus 6.6. If Lender refers the Note or this Mortgage to a lawyer who is not Lender's salaried employee, Owner will pay Lender reasonable fees that Lender actually pays the lawyer, including any for appeals; lory to Conde. Ladiet and import the Property at 7. CAThe rights of Lender under this Mortgage are in

addition to lender's rights under any other agreements or under the law; Lender may use any combination of those rights the amount of insurance must be enough to pay 100% atso against all otbar risks mat Lender may require.

8 Lender is not required to give Owner any notice, except notices that are required by law and cannot be given up by Owner. Any notice Lender must give to Owner will be considered given when mailed to Owner at the address shown as "Owner's address" on front DerExcept in situations for which a longer notice period is specifically provided by law, Owner agrees that 10 days notice is reasonaple notice owner agrees to partycen all acts necessary to

tion of the Pioparty, exercise the right to forminse Lender may require Owner to perform all agreements precisely and on time, even if Lender may at other 9. times have given Owner extra time or may not have required precise performance.

10. Lender will satisfy this Mortgage when the entire amount owed has been paid in full. However, Owner will pay the fee for filing the satisfaction.

11, If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied on the Note. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Owner and Lender in connection with the condemnation. If any proceedings in condemnation are filed. Owner shall promptly take such steps as may be necessary to defend the action and obtain the award. And the base of the state of

12. Special provisions (if any):

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whether or not the extensions and morevals are longer than the original nering of the law Lender may without notice lenew or extand the Note, and this Morigage shall serve a

signed by <u>Autor Kenne</u> is dated 2/27/81, the original Loan Amount is \$ 13,025,90 ("Botrower") which is turyer's (The Autor Autor) is dated 2/27/81, the original Loan Amount is \$ 13,025,90 and the last covment is one 3/10/51 I die Mottdede zechter we tebekuneut of all autopute CORPORATE ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF OREGON)) ss.	
County of <u>Klamath</u> <u>February 27</u> Personally appeared the above-named		
and acknowledged the foregoing instru	and the second se	•••
voluntary act.	en e	
Before me		
Notary Public for Oregon My commission expires: 9/11/	81	

STATE OF OREGON) 55.
County of) , 19, and
Personally appeared	who, being sworn, stated
andhe, the said Mortgagor corporation an	is a is a of d that the seal affixed hereto is its seal vas voluntarily signed and sealed in be by authority of its Board of Directors

Notary Public for Oregon My commission expires:

MORTGAGE	STATE OF CORRECORDER'S USE
Betty Kanna Pop. Th Ningk X* Addonesced 1975	Filed for record of request of
	Mountain Title Co. Non this 27th day of February.D. 19
United States National Bank of Oregon , receive service parts	at of Prive and any recorded in Vol of Mortgages
After recording return to:	Rege 3459 EVEL N BIEHN, County Clark
Klamath Falls: OR=97601 AOKIU PMILEC RIVIER ACLIGATOR W/JC	TCI By Bernetta A fets copuly (Fee 57:00 3.523
SPEECE SPEECE	