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Willamette Meridian, Klamath County, Oregon. Amputate from estimation and interior of your อก ซัดน์ (เน่นเวลายังเหลด คร.) จะดีเกาสด และ เมื่อว่า จะเม่น เอาตระสมาชาวเรื่องโดงโ. จะตัวเลยติด รู้จะถึง คร.ไดยของเล่น จำนาด (ก็ได้ เล sult to accommand the to the competition with to residue you are Virgin made. They is a life think that a not expected a con-Besternessen forestern vis en electronic conservation of the conservation of the tendent of the conservation of

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erica la junta unichaet na latata en junto, este una númbro da martar alle una de contrare claritere como del latera ente en en 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. real at that seauger as ultimes a contravious langues or interest, or our attention and by the colors to red a

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

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.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained to be by the Mortgagor and interest thereon in accordance with the tenor of a certain promissory note executed by Mortgagor dated January 11, 1982 payable to the order of Mortgagee in installments of not less than \$ 284.07 each including interest on the _ day of each month commencing February 10, 1992 , when the balance then remaining unpaid 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 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 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, issued by an insurer acceptable to Mortagee, 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 Mortgagor will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagee.
- 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.
- 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.
- 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 on its part to so do, and without waiver of such default, procure any insurance, pay any taxes or 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 for any said purposes shall: (i) bear interest from the day the same were incurred to the date of payment at the rate of the loan which was evidenced by the promissory note described above, or any renewals or extensions thereof; (ii) at mortgagee's option be payable on demand or be added to the balance on the loan described above and be apportioned among and payable with installment payments to become due during either the term of the applicable policy or the remaining term of said loan or be due and payable at said loan's maturity.

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8. That, if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of 8. That, if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of and navable and foreclines 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 the court and the sum as the trial court and the cou 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 any, appellate court may, adjudge reasonable, as attorney fees in connection therewith, and such further sums as the Mortgage shall have paid or whether or not final judgment or decree therein be entered and all such sums. any appellate court may adjudge reasonable as attorney fees in connection therewith and such further sums 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 incurred for title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums administration of the plaintiff and without regard to the condition of the property or the Mortognor or any one else appoint a receiver 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 security for the indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver and collect and receive any or all of the rents. issues and profits which had theretofore adequacy of the security for the indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver arisen or account or which may arise or account during the pandency of such suit: that any amount so received shall be applied toward the payment of 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 covenants or account the charges and expenses of such receivership; but until a default by the Mortgagor in one or may remain in nocceeding of the mortgaged property, and retain all reports actually 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 received by Mortgagor prior to such default.
- 10. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be word "Mortgagor" shall apply to any holder of this mortgagor. All of the Covenants of the 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 Mortgagors and assigns and inure to the benefit of the successors and 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 Mortgagor shall be binding upon Mortgagors heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns are the successors and assigns and inure to the benefit of the successors and assigns are the successors are the succes Mortgagor shall be binding upon Mortgagors heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgage. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary and the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns and inure to the benefit of the successors and assigns are the successors and assigns are the successor and assigns ar 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 by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payor 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 ment 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 secured. No condition of this mortgage waited unless the same he expressed united by the Mortgage of the payment of the indebtedness hereby. respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby demand or required by the terms hereof or by any law now in existence or hereafter macrost such notice demand or required that the same hereof or by any law now in existence or hereafter macrost such notice demand or required shall be sufsecured. 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 sufdemand, 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 sufnotinally served on one or more of the persons who shall at the time hold, record title to the property herein described or if enclosed in a Dostpaid envelope addressed to one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a daner premises and denosited in any post office, station or letter how.

IN WITNESS WHEREOF, said Mortgagor has executed this indenture the day and year first above written. STATE OF OREGON County of Personally appeared the above named v. and acknowledged the foregoing instrument to be the desired the foregoing instrument to be Whitehald own (SEAL) My commission explossary PUBLIS-OREGON My Commission Expires Z FIRST INTERSTATE BANK OF OREGON, RECORDATION RETURN scorded in Val. M. 82 of Mtge record at XXXXXXXXX " this 15 day of Jan AFTER! 3 Ö (1) The 50