

108SL

MTC 11625

Mortgage

12800

15875

MORTGAGE  
Home Equity

20

day of September

1982

between

This indenture, made this

Floyd L. Wynne and Barbara J. Wynne, Husband and Wife

hereinafter called "Mortgagor" and FIRST INTERSTATE BANK OF OREGON, N.A., a national banking association, hereinafter called "Mortgagee";

WITNESSETH:

For value received by the Mortgagee from the Mortgagor, 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:

See attached of being of the said Mortgagor, including the right of the said Mortgagor to the said property, together with all the improvements and fixtures now or hereafter situated on said premises, including, but not exclusively, all personal property together with the buildings, improvements and fixtures now or hereafter situated 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.

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 kept and performed, and to secure the payment of the sum of \$ 10,250.00 and interest thereon in accordance with the tenor of a certain promissory note executed by Mortgagor dated September 20, 1982 payable to the order of Mortgagee in installments of not less than \$ 194.77 each including interest on the 25 day of each month commencing October 25, 1982 until September 25, 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 Mortgagee, 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.

4. 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 do so, 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.

15800

MTC 1122

12801

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 the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

9. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagee 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 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 Mortgagee 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 Mortgagee in one or more of his covenants or agreements herein contained, Mortgagee may remain in possession of the mortgaged property and retain all rents actually received by Mortgagee 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 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 Mortgagee shall be binding upon Mortgagee's 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 Mortgagee 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 Mortgagee 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 sufficient if personally 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 postpaid envelope addressed to one or more of such persons or to the Mortgagee 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 Mortgagee has executed this indenture the day and year first above written.

STATE OF OREGON

County of Klamathon September 20 1982Personally appeared the above named Floyd L. Wynneand Barbara J. Wynne, Husband and Wife

and acknowledged the foregoing instrument to be their

voluntary act and deed

Before me

(SEAL)

Notary Public for Oregon

My commission expires June 16, 1986

MORTGAGE

Floyd L. Wynne

Barbara J. Wynne

AFTER RECORDATION RETURN TO

FIRST INTERSTATE BANK OF OREGON, N.A.

Klamath Falls, OR

601 Main St.

Klamath Falls, OR 97601

12802

## DESCRIPTION

All of Lot 6 and all that portion of Lot 5, Block 9, HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly line of said Lot 5, 25 feet Southeasterly along the Westerly line of Eldorado Avenue from the most Northerly corner of said Lot 5; thence Southeasterly along the said Westerly line of Eldorado Avenue a distance of 25 feet; thence Southwesterly along the line between Lots 5 and 6, a distance of 130 feet to the Easterly line of the alley through said Block 9; thence Northwesterly along the Easterly line of the alley 25 feet; thence Northeasterly parallel to the line between Lots 5 and 6 of said Block 9 a distance of 130 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

This 27 day of Sept A.D. 1982 at 1:22 o'clock P.M. and duly recorded in Vol. M 82, of Mtge on Page 12800

Fee \$12.00

By Evelyn Biehn, County Clerk  
*Joyce McAlister*