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Les 25003 Form PCA 405 Spokene (Rev. 12-74) Member No Jielina	onuty Cler REAL ES	W	
boso On this 20th		, 1983	[불교통하다] 20년 1일 - 1일 - 1일
	AORTGAGORS, hereby gran		COODLEY, Husband and wife
Electric a corporation organized Constant of Manager State of Oregon	그 그림에 나는 말으는 그렇게 하다면 하셨습니까? 그 사고	CONVEY 2D	d mortgage to
With the second to the date of the second to	bereinafter c	ath Falls	, as amended, with i
County of Klama	th State	e of Ore	, the following described real estate in the
Lighted Sec. 11.			gon, to wit: Plat of Malin
Mil replace and reserved to the following th	terrineal or Moneyer or The Live and arrives or or or meanifeshally have shorted commercially have shorted.	Textoric (1999) es francis Peno santago Control (1999) es control Textoric (1999) es control	
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together with all the tenements watering apparatus, now or her and together with all waters and	, hereditaments, rights, privile eafter belonging to, located o	ges, appurtenances, and	fixtures, including all irrigating and with the above described premises, videnced, and all ditches or other convith; and together with all range and azing privileges), now or hereafter

grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter issued in connection with or appurtenant to the said real property; and the mortgagors covenant that they will comply with all rules, regulations and laws pertaining thereto and will in good faith endeavor to keep the same in good standing and will execute all waivers and other documents required to give effect to these covenants, and that they will not sell, really assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee.

SUBJECT TO. Prior lien held by W. Marsh in the approximate amount of \$36,000.00---

This conveyance is intended as a mortgage to secure in whole or in part the performance of the covenants and agreements funless otherwise indicated) to the order of the Mortgages trouther with interest as hereinafter provided and together with all nereinatter contained and the payment of the following described promissory note(s) made by one or more of the mortgagors (unless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with all (unless otherwise indicated) to the order of the Mortgagee, together with interest as hereinafter provided and renewals or extensions thereof:

MATURITY DATE(S):

DATE OF NOTE(S)

April 20, 1983

AMOUNT OF NOTE(S)

\$94,777.00

AMOUNT OF NOTE(S)

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Also this mortgage is intended to secure all future loans or advances made or contracted within a period of FIVE (5) YEARS and after the date of recording of this mortgage (arguided house). That the maximum amount of all indebtedness to be Also this mortgage is intended to secure an intuitie loans or advances made or contracted within a period of FIVE (3) YEARS from and after the date of recording of this mortgage, provided, however, that the maximum amount of all indebtedness to be

secured by this mortgage shall not exceed in the aggregate at any time the sum of S. 100,000,00 exclusive of accrued interest and of advances made in accordance with the covenants of this mortgage to protect collateral.

All present and future indebtedness secured by this mortgage shall bear interest at the rate specified in the note(s) evidencing such indebtedness, provided, however, that if such rate or rates are thereafter increased or decreased by Mortgagee, all of the indebtedness secured hereby shall bear such increased or decreased or decreased by Mortgagee, all of the that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to

the continuing valuety and priority of this mortgage as security for future loans or advances shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to

MORTGAGORS COVENANT AND AGREE: That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrances except as stated above; and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever except as stated above, hereby hereof but shall run with the land. hereof, but shall run with the land;

To pay when due all debts and money secured hereby;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolishment of any thereof; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said apon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do an acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said

To pay when due all taxes and assessments upon said premises; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises, except as stated above;

To keep all buildings insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the Mortgagee; to pay when due all premiums and charges on all such insurance; to deposit with the Mortgagee, upon request, all insurance policies affecting the mortgaged premises, all of which said insurance shall be made payable, in case of loss, to the Mortgagee, with a mortgagee clause satisfactory to the Mortgagee;

To keep in good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to this mortgage.

Should the Mortgagors be or become in default in any of the covenants or agreements herein contained, then the Mortgagee may, at its option, perform the same in whole or in part, and all expenditures made by the Mortgagee in so doing shall bear interest at the rate borne by the principal debt hereby secured, and shall be immediately repayable by the Mortgagee in so Managare without demand and together with interest and costs accruing thereon, shall be secured by this mortgage. doing snail oear interest at the rate borne by the principal debt nereby secured, and shall be immediately repayable. Mortgagors without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, then, in any such case, all indebtedness hereby secured shall, at the election of the Mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the Mortgagee, to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or of any suit which the Mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the Mortgagors and all costs and legal expenses in connection with said suit, and further agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums and costs and expenses shall be secured hereby and be included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the Mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, except under circumstances where such taking is expressly upon the indebtedness hereby secured; and the Mortgagee shall have the right to the appointment of a receiver to collection, the rents, issues and profits of the mortgaged premises and/or to manage the property during the pendency of legal proceedings. The rents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby assigned and mortgaged to Mortgagee as additional security for the indebtedness herein described.

All rights and remedies conferred on Mortgagee by this mortgage are cumulative and additional to any and all other rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof; and the mortgage shall be construed as though the invalid or unenforceable provision had been omitted. strued as though the invalid or unenforceable provision had been omitted.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. IN WITNESS WHEREOF, The Mortgagors have hereunto set their hands the day and year first above written.

KLAMATH PRODUCTION CREDIT ASSOCIATION 900 KLAMATH AVENUE P. O. BOX 148 KLAMATH FALLS, OREGON 97601 Oregon STATE OF STATE OF OREGON,) (Leave this space blank for filing data) County of K1 On this 22nd day of June County of Klamath) 4-27-83 before me, the undersigned officer, personally appeared Filed for record at request of the above named Rick E. & Linda L. Woodley Mynais

day of June A.D. 19 83 and acknowledged the foregoin; instrument to be 8:32 o'clock_ A M, and duly their voluntary est and died. recorded in Vol. M 83 IN WITNESS WHEREOF, I listerate set my hand and of <u>mtges</u> 9935

MBIEHN, County Clerk my Public, State of _Oregon fee

5200 expires 10-18-86