

MTC-12174

Vol. 1182 Page

18657



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30005

THIS MORTGAGE, Made this 19th day of October, 1983,
by James R. Titus and Fredia J. Titus, as tenants by the entirety
to SOUTH VALLEY STATE BANK

Mortgagor,

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of One Hundred Ten Thousand and No/100-----Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

This mortgage is given as additional collateral on the loan and is not the only security for this loan.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$110,000.00 dated October 19, 1983

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: 12-10-1985.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

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The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, if said mortgagor shall keep and perform the terms of this conveyance shall be.

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 proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do 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 mortgagee for breach of covenant. And this mortgage may be foreclosed without waiver, however, of suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee 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 in such suit or action, and if an appeal is taken from any judgment or decree entered on such appeal, all sums to be secured by the lien of this mortgage shall adjudge reasonable as plaintiff's attorney's fees and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon application of the mortgagee, order the receiver to collect the rents and profits arising out of said premises, after first deducting all of said receiver's fees and expenses.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person, and the context so requires, the singular pronoun shall be taken to mean and include the plural.

and that generally all grammatical changes shall be made to mean and include the plural.

corporations and to individuals.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, and if this mortgage is a creditor, as defined in the Truth-in-Lending Act, and if this mortgage is a creditor, as defined by the Act on Regulation by making required disclosures; for this purpose, if the instrument is to be a first lien to finance the purchase of a dwelling, use Stevent-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevent-Ness Form No. 1304, or equivalent.

James R. Titus

Fredia J. Titus

STATE OF OREGON,

County of Klamath

SS.

BE IT REMEMBERED, That on this 19th day of October, 1983, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named James R. Titus and Fredia J. Titus known to me to be the

known to me to be the identical individual S described in and who executed the within instrument, and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said County, this 10th day of May, 1964.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon
My Commission expires 5/21/85

My Commission expires 5/21/85

MORTGAGE

(FORM No. 105A)

STEVENS-BESS LAW FIRM, CO., PORTLAND, ORE.

TO

AFTER RECORDING RETURN TO

AFTER RECORDING RETURN TO
 SOUTH VALLEY ST. BANK

STATE OF OREGON

County of _____

- SS

I certify that the within instrument was received for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/reel number _____, _____
Record of Mortgages of said County.
Witness my hand and seal of _____ County affixed.

Title

By

Deputy.

EXHIBIT "A"

18659

DESCRIPTION

Tract No. 6 of "400" SUBDIVISION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the following:

A Portion of Lot 6 of the "400" SUBDIVISION, more particularly described as follows:

Beginning at the Southwest corner of Lot 6 of "400" Subdivision; thence South 89° 34' East, 35 feet to the true point of beginning; thence North parallel with the West lot line of said lot 6, 480 feet; thence East 742 feet more or less to the westerly right of way line of the Southern Pacific Railroad; thence along said right of way line South 36° 30' East 573 feet more or less to the Southeast corner of said Lot 6; thence North 89° 34' West, 1055 feet more or less to the point of beginning.

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 28th day of October A.D. 19 83

at 1:45 o'clock P M, and duly

recorded in Vol. M83 of Mortgages

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EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 12.00