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K-37460

MORTGAGE
Home Equity

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This indenture, made this 5th day of December, 19 84, between Allan K. Kytola and Betty Kytola, 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 Mortgagor from the Mortgagee, 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:

Lot 10 in Block 1 of North Beaver Marsh, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with the buildings, improvements and fixtures now or hereafter [illegible] on said premises including [illegible] personal property used or intended for use for plumbing, lighting, heating, cooking, [illegible] 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 [illegible] seized in fee simple of the said [illegible] 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 [illegible] the Mortgagor kept and performed, and to secure the payment of the sum of $ 20,200.00 and interest thereon [illegible] with the tenor of a certain promissory note executed by Mortgagor dated December 5, 1984 payable to the order of Mortgagee in installments of not less than $ 354.77 each, including interest, on the 10th day of each month commencing January 10, 19 85, until December 10, 1994, 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 [illegible] the said property be damaged or destroyed by any cause, Mortgagor will immediately reconstruct or repair the same so that, when completed, [illegible] 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 [illegible] 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 [illegible] 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 [illegible] 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 [illegible] charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so [illegible] bear interest from the day the same were incurred to the date of payment at the rate of the loan which is evidenced [illegible] described above, or any renewals or extensions thereof [illegible] at mortgagee's option be payable [illegible] and to be added to the [illegible] described above and be apportioned among and payable with installment payments to become due during either the term of the [illegible] 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 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 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 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 Mortgagor 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 Mortgagor in one or more of his covenants or agreements herein contained, Mortgagor may remain in possession of the mortgaged property and retain all rents actually received by Mortgagor prior to such default.

10. The word "Mortgagor" and the language of this instrument [illegible] where there is more than one [illegible] 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 Mortgagor shall be binding upon Mortgagor's heirs, executors, administrators, successors and assigns and [illegible] the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or [illegible] whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else [illegible] extend the time of payment or grant renewal of indebtedness hereby secured for any term [illegible] mortgage or in any other respect modify the terms hereof without thereby affecting the personal [illegible] of the Mortgagor 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 enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address [illegible] Mortgagee or at the mortgaged premises and deposited in any post office station or letter box.

IN WITNESS WHEREOF, said Mortgagor has executed this instrument the day and year first above written.

Allan K. Kytola

Allan K. Kytola

Betty Kytola

Betty Kytola

STATE OF OREGON

County of Deschutes

December 5 19 84

Personally appeared the above named Allan K. Kytola and Betty Kytola

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[illegible]

SEAL

Notary Public for Oregon

My commission expires: [illegible] 1987

MORTGAGE

FIRST INTERSTATE BANK OF OREGON

BEND BRANCH, 960 N.W. WALL ST.

BEND, OR 97701

AFTER RECORDATION RETURN TO
FIRST INTERSTATE BANK OF OREGON, N.A.
Bend Branch
PO Box 1191
Bend, OR 97709

STATE OF OREGON,
County of Klamath

Filed for record at request of

on this 10th day of December A.D. 19 84

at 3:51 o'clock P M, and duly

recorded in Vol [illegible] of [illegible]

Page [illegible]

EVELYN BIEHN, County Clerk

By [illegible] Deputy

Fee 9.00