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..... Mortgagee,

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fator.

WITNESSETH, That said mortgegor, in consideration of 'Twenty Five Thousand and

grant, bargain, sell and convey unto said mortgages; his heirs, executors, administrators and assigns, that certain real property situated in Klamath country, State of Oregon, bounded and described as follows, to-wit:

the period of the second of the second and the providence will be visit the rest of the rest of the first coverners and the previous of the rest coverners and the previous of the rest coverners and the second berefore to be second be second and the rest coverners at the proceeding of any hind be selected to be second by the Lot 63, PLEASANT HOME TRACTS NO. 2, in the County of Klamath,

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to MIN. FRE WEEDFORE and new gager has harennes set by hand the day and year dyst above a litten.

Together with all and singular the tenesisets, 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 each promises at the time of the execution of this morigage or at any time during the term of this morigage. TO HAVE AND TO HOLD the said promises with the appurtenances unto the said morigage, his heirs, executors, administ assigns lorever.

trators and assigns lorever. This mortgage is intended to secure the payment of .a. certain lease agreement, a true copy together with its attached Exhibit A is attached hereto as of which, Exhibit 1; tol grain days challana para par Challana na abil

STATE OF OREGON,

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US IT REPERTERED. THAT ON UNA 19th day of September 38 21 before any the understand is a notacy public things for said equaty and states personally appeared the within pranod in the state of th 

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known w na age is the identical in bidded. ... described in and who executed the within instrument and act nowle 5.8 State in English rescuted the same freely and valuaterily. .

IV TESTIMONY WHEREOF, I have behind to set my hand and had

The mortgager warrants that the proceeds of the loan represented by the above described note and this mortgage are: (a)\* primarily for invergager a personal; tamity, household or agricultural purposes (are Important Notice Sclow). (b) for an organization, (even il mortgager is a natural person) are for business or commercial purposes other, than agricultural purposes

DUI DOSPS. This nortgage is interior, secondary and made subject to a prior mortgage on the above described real estate made by Million E I and William E. Long

...... Department of Veterans' Affairs deted July 23, 10 19 thereof. or as to shall be records which), revelopes to said martgage records NA lile number principal balance thereoi on the date of the execution of this instrument is \$ 

The mortgagin covenants to and with the mortgages, his bairs, executors, administrators and assigns, that he is lawfully esized in lee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except Record of Marian

and that he will warrant and locever delend the same against all persons; lutther, that he will do and perform all things required of him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal and interest, according to the terms thereof; that while any part of the note secured hereby remains unpaid he will pay all takes, assessneres, and other charges of every nature which may be levied or assessed against said property, or this mortage or the note secured hereby, when due and payable and before the same become delinguent; that he will property 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 mortage; 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

ASCAL DOG and such other hasards as the mortgage may from time to time require, in an amount not less than \$ 50,000,00 in a company or, companies acceptable to the mortgage may from time to time require, in an amount not less than \$ 50,000,00 in a company or, companies acceptable to the mortgage may from time to time require, in an amount not less than \$ 50,000,00 in a company or, companies acceptable to the mortgage ras their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance excuted by the company in which said insurance is written, therein and then to the substance and a certificate of insurance excuted by the company in which said insurance is written, therein and the nortgage as soon as insured and a certificate of insurance excuted by the company in which said insurance is written, there is an ortgage as their respective interests may appear; all policies of the company in which said insurance is written, there is an ortgage and the coverage, shall be delivered to the nortgage many procure the same at mortgager's expense; that the nortgager will keep the buildings and improvements on said premises in good repair and will not commit or sulfer any weste of said premises. In the event any personal property is part of the security for this mortgage, then at the request of the mortgage, the nourgager shall join with the mortgager in executing one or more linearchy statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgager, 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 mortgages. Now, therefore, if said mortgager shall keep and perform the covenants berein contained and shall new all chiestion

Now, therefore, if said mortgage shall keep and perform the covenants berein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby 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 payments of the note secured hereby; 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 pert thereof, the mortgage 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 mortgager shall fall to pay any taxes or charges and payable, and this mortgage may be loreclosed at any time therealter. And it the mortgagor shall tail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, or fail to do or perform anything required of him by said first mortgage, the mortgage herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgage, under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby without waiver, however, of any right arising to the mortgage for breach of covenant. And this mortgage may be foreclosed for principal, interest and ell sums paid by the mortgage at any time while the mortgage neglects to repay any sums so paid by the mortgage. In the event of any suit or action being instituted to foreclose this mortgage, the mortgage agrees to pay all reasonable costs incurred by the mortgage for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's less in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgage further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's less on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of loreclosure. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgages and of asid mortgage respectively.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgager and of said mortgage respectively. In case suit or action is commenced to foreclose this mortgage, the Court may, upon motion of the mortgage, 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 mortgage or mortgage 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 gramatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and the individuale. and to individuals.

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

Algement and the intervention of the set 1.3.3.5.

## STATE OF OREGON,

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County of Klamath .....

19th **BE IT REMEMBERED, That on this** September . 19 86 day of belore me, the undersigned, a notary public in and for said county and state, personally appeared the within named Kathleen K. Long

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed IN TESTIMONY W. my o secondid later and all holds are obtained and a second my official seal the day and year last above written.

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