

This indenture, made this 25 day of September 1961, between Lawrence Don and Ch...

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between _____
 ne, Husband and Wife-----

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

WITNESSETH:

For value received by the Mortgagee from the Mortgagee, the Mortgagee 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

See attached copy:

to Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

- The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns, when the balance then remaining unpaid shall be paid.
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, or 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.

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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 by the Mortgagee, the Mortgagor agrees to pay the costs and expenses incurred for title searches or examinations, as attorney fees, and all other charges and disbursements which may be incurred by the Mortgagee in connection with such suit or action.

9. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum in 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 shall, where it appears, be construed to include and bind jointly and severally upon all mortgagors and the heirs, assigns of the Mortgagor.

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 Mortgagor shall be binding upon Mortgagors 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 Mortgagor 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 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 if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor 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 Mortgagor has executed this indenture the day and

STATE OF OREGON

County of Klamath

September 25, 1986

19-86-2
Personally appeared the above named _____
and _____

and Sandra A. Cheyne

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

(SEAL) Notary Public for Oregon
My commission expires

OFFICE OF THE
SHERIFF

MORTGAGE

**AFTER RECORDATION RETURN TO:
FIRST INTERSTATE**

THE END

DESCRIPTION SHEET

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A parcel of land situate in Lot 1 of Section 28, Township 40 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at an iron pin marking the quarter section corner common to Sections 21 and 28, Township 40 South, Range 9 East of the Willamette Meridian; thence South $0^{\circ}06\frac{1}{2}'$ West along the North-South center line of said Section 28, 885.1 feet to an iron pin, thence North $89^{\circ}47\frac{1}{2}'$ West 941.9 feet to an iron pin on the center line of the lower Klamath Lake County Road as the same is presently located and constructed; thence following the center line of said county road, North $64^{\circ}41'$ West 378.2 feet; North $32^{\circ}55\frac{1}{2}'$ West 490.6 feet, and North $24^{\circ}28'$ West 341.3 feet to a point on the North line of said Section 28; thence South $89^{\circ}54\frac{3}{4}'$ East along the North line of said Section 28, 1693.4 feet, more or less, to the point of beginning.

SAVING AND EXCEPTING THEREFROM a piece or parcel of land situate in Lot 1 of Section 28, more particularly described as follows:

Beginning at an iron pin marking the quarter section corner common to Sections 21 and 28, thence South $0^{\circ}06\frac{1}{2}'$ West along the North-South center line of said Section 28, 885.1 feet to an iron pin; thence North $89^{\circ}47\frac{1}{2}'$ West 689.0 feet to a point, thence North parallel to said North-South quarter line to a point on the North line of Section 28; thence East along the North line of Section 28 to the point of beginning. ALSO EXCEPTING THEREFROM that parcel of land deeded to Lawrence D. Cheyne and Betty B. Cheyne, husband and wife, in Deed Volume M78, page 15395, Microfilm Records of Klamath County, Oregon, which is described as follows:

Beginning at an iron pin marking the quarter section common to Sections 21 and 28, Township 40 South, Range 9 East of the Willamette Meridian; thence South $0^{\circ}06\frac{1}{2}'$ West along the North-South centerline of said Section 28, 885.1 feet to an iron pin; thence North $89^{\circ}47\frac{1}{2}'$ West 489.01 feet to a point which is the true point of beginning of this description; thence continuing North $89^{\circ}47\frac{1}{2}'$ West 400 feet; thence North parallel with the North-South centerline of said Section 28, to the North line of Section 28; thence East along said North line, 400 feet to a point; thence South parallel with the North-South centerline of said Section 28, to the point of beginning.

Lawrence D. Cheyne
Andrea A. Cheyne

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 30th day
of September A.D., 19 86 at 10:31 o'clock A.M., and duly recorded in Vol. M86
of _____ Mortgages on Page 17728.

FEE \$13.00

Evelyn Biehn, County Clerk
By *[Signature]*