

78634

OK

THIS MORTGAGE, Made this 24TH day of JULY, 1987,
by EVELYN HOWSER AKA EVELYN TSCHETTER AND
THE HEIRS OR DEVISEES OF THE ESTATE OF BERNARD J. HOWSER hereinafter called Mortgagor,
to SOUTH VALLEY STATE BANK hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of ONE HUNDRED SIXTEEN THOUSAND FIVE
HUNDRED 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 prop-
erty situated in KLAMATH County, State of Oregon, bounded and described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 certain promissory note, described as follows:

PROMISSORY NOTE IN THE AMOUNT OF \$116,500.00 DATED JULY 24, 1987 TO MATURE
OCTOBER 1, 1987.

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:
OCTOBER 1, 1987.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) for the purchase of real property, or for the improvement of real property, or for the business or commercial purposes;
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes.

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 may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage,
in the sum of \$116,500.00-----in a company or companies acceptable to the mortgagee, and will
have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said
premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer
any waste of said premises. 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 pay-
ment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said prem-
ises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and 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 of any lien, encumbrances or insur-
ance 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 for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay
any sums so paid by the mortgagee.

In the event of any suit or action being instituted to foreclose this mortgage, the losing party in such suit or action agrees to pay all reasonable costs
incurred by the prevailing party therein for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may
adjudge reasonable as the prevailing party's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein the
losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal, all such
sums to be included in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administra-
tors 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,
first deducting all proper charges and expenses attending the execution of said trust, as the court may direct in its judgment or decree.

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, the mortgagee MUST comply
with the Truth-in-Lending Act and Regulation Z by making required dis-
closures; for this purpose use S-N Form No. 1319, or equivalent.

STATE OF OREGON,

County of KLAMATH

ss:

This instrument was acknowledged before me on JULY 24

by EVELYN HOWSER

(SEAL)

Notary Public for Oregon

My commission expires 9/12/89

MORTGAGE

EVELYN HOWSER AKA EVELYN
TSCHETTER

TO

SOUTH VALLEY STATE BANK

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

No

AFTER RECORDING RETURN TO
SOUTH VALLEY STATE BANK
5215 SOUTH SIXTH STREET
KLAMATH FALLS, OREGON 97603

STATE OF OREGON,

County of } ss.

I certify that the within instru-
ment was received for record on the
day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book/reel/volume No. _____ on
page _____ or as fee/file/instrument/
microfilm/reception No. _____,
Record of Mortgage of said County.

Witness my hand and seal of
County affixed.

NAME TITLE
By _____ Deputy

87 AUG 20 AM 10 54

OK
9/20

EXHIBIT "A"
DESCRIPTION SHEET

15582

Starting at a point on the Southern Pacific Railroad right of way on the East and West Quarter line at approximately the West 1/16th corner of Section 25, Township 32 South, Range 7 East of the Willamette Meridian; thence running West to the Quarter corner between Sections 25 and 26; thence North one mile to the Quarter corner between Sections 23 and 24; thence East 1347 feet to the Southern Pacific Railroad right of way; thence following the said railroad right of way South and East to the point of beginning, SAVE AND EXCEPT that portion of the herein described property conveyed to the State of Oregon by and through its State Highway Commission by instrument dated May 18, 1946, recorded May 29, 1946, in Volume 190 at page 18, Deed Records of Klamath County, Oregon.

E. H.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley State Bank
of August A.D. 19 87 at 10:54 o'clock A M., and duly recorded in Vol. 28th day
of Mortgages on Page 15581 M87.

FEE \$9.00

Evelyn Biehn,

By

County Clerk

