

Now, therefore, I, said mortgagor shall keep and perform the covenants herein 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 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, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor 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, and however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest event of any 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 reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure. 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; 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 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 the mortgage is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee **MUST** comply with the Act and Regulation by making required disclosures; for this purpose, use **Stevenson Form No. 1000** in similar.

STATE OF OREGON

BE IT REMEMBERED, That on this 21 day of September, 19 87,
before me, the undersigned, a notary public in and for said county and state, personally appeared the within named
Evelyn K. Wynn
known to me to be the identical individual described in and who executed the within instrument and acknowl-
edged to me that she executed the same freely and voluntarily.

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

JOYCELYN NIXON
NOTARY
PUBLIC

SECOND MORTGAGE

(FORM No. 925)
biobella printed in
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Evelyn K. Wynn
DO CLERK
ALL WEEZELLY L...
TO
Stanely W. and Betty A. Ezell
WEEZELLY L...
ALL WEEZELLY L...
Stanley W. Ezell
737 Pacific Terrace
Klamath Falls, OR 97601

STATE OF OREGON,
County of Klamath
I certify that the within instrument was received for record on the 21st day of September 1987 at 4:16 o'clock P. M. and recorded in book M87 on page 17191 or as file/reel number 79591
Record of Mortgages of said County.
Witness my hand and seal of County affixed.
Evelyn Blehn, County Clerk
By *Ann Smith* Deputy