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	25th day	of Nove		10 87
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(a) and generative static static difference of the static state of the state of	Frederick - Constant and Constant - Constant	IREED, JK.		
	the second considerable		e Antonio de la constanció d	hominefy
called "Mortgagor", and FIRST INTERSTATE BA	IK OF OREGON, N.A., her	einafter called "Mortga	gee" whose address is	
- 「「「「「「「「」」」」、「「「「「「」」」、「「」」、「「」」、「」、「」、「	E. Main	1. 1. A. S. S. S.		e Program a program
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For value received by the Mortgagor from	the Mortgagee, the Mortgage	or has bargained and so	d and does hereby grant heresis	
Mortgagee, all the following described property situ	2	2	a and deep nereby grant, bargain	, sell and convey unto the
		<u>iath an </u>	· · · · · · · · · · · · · · · · · · ·	County, Oregon, to wit:
Lot 9, LOST RIVER COURT ADD the duly recorded plat ther	ITION TO MERRILL, P	lemath County.	Oregon, according to	114. 14
the duly recorded plat ther County, Oregon; Also, Begin	eof on file in the	office of the C	ounty Clerk of Klamatl	n
of the corner common to Sec	tions 7 0 11	93.5 leet West	and 585.1 feet South	
East, W.M.; Thence South 1 line of Lot 9, Lost River C	. feet to a point;	thence West par	Ellel to the South	1
point; thence North 11 feet	to a point on the	e city of Merri	11 124.7 feet to a	
East along the South line of	i' said Lot 9 to the	point of begin	aid Lot 9; thence	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -
Saving and excepting from se	id tot 0 the cars			HBM TBN
Beginning at a point 1493.5 to Sections 1, 2, 11 and 12	feet West and 585.	l feet South of	portion thereof:	111- 1
to Sections 1, 2, 11 and 12 thence Westerly 124.7 feet t	of Township 41 Sou	th, Range 10 East	st, W. M., extending	
thence West parallel to the	South 1/-	u beginning; the	ence North 28 feet:	. * .
City of Merrill to a point of the West line of said Lot 9	on the West line of	said Lot 9; the	ence Southerly along	
the West line of said Lot 9 along the South line of said	Lot 9 to the true	orner of said Lo	t 9; thence East	
together with the tenements, hereditaments and app ment and fixtures now or hereafter situate on said p real property hereinabove described, including, but cooking, cooling, ventilating or irrigating, linoleum an also the rents, issues and profits arising from or in co To Have and To Hold the second situation	not exclusively, all fixtures d other floor coverings atta nection with the said real a	and personal property ched to floors, and she nd personal property o	unfurnished buildings similar to used or intended for use for plu	the one situated on the
To Have and To Hold the same unto the	Mortgagee, its successors an	id assigns, forever.		
And the Mortgagor does hereby covenant to absolute owner of the said personal property, and the	and with the Mortgagee, t	hat he is lawfully coize	d in for simply of states and	1.
absolute owner of the said personal property, and the soever.	at he will warrant and forev	ver defend the same agai	inst the lawful claims and deman	oroperty, that he is the ds of all persons whom-
This conveyance is intended as a mortgage to	Altantal sale and self.	i i i i i i i i i i i i i i i i i i i		
This conveyance is intended as a mortgage to	() secure performance of th	R CODVADants and onro	nen har son and	가지만 이야지 1995년 2월 년 1997년 - 1997년 1 1997년 - 1997년 1 1997년 - 1997년 199
		s continants and agree	ements herein contained, to be	by the Mortgagor kept
and performed, and to secure the payment of a certain	promissory note executed	by <u>Harry</u>	B. Marshall, Jr.	
dated <u>November 25</u> ,	19:87 in	the amount of the O	105 00	
na in the second s			102.00	
which, if not sooner paid, shall be due and payable on	November	15th		
	nitara minanna an			
The Mortgagor does hereby covenant and ag Mortgagee, its successors and assigns:	ree to and with the	property covered by	the lien hereof, insured against l	oss by fire and against
 That he will pay, when due, the indebted with interest, as prescribed by said note, and all tax charges upon said premises or for services furnished the 2. That he will not commit or permit strip of premises and premises of the service of the service services. 	reto.	Mortgagee in an agg edness hereby secur buildings is less the Mortgagor shall insu	azards as the Mortgagee may from urance companies satisfactory to regate amount not less than the ed (unless the full insurable valu an the amount hereby secured re to the amount of the full ins	or designated by the amount of the indebt- ue of such building or in which event the
property hereinabove described in good order and re able condition; that he will promptly comply with pal and governmental rules and regulations with refer	real and personal pair and in tenant- iny and all munici-	amount hereinabove those required, shall and shall provide, in	mentioned and policies agains contain such provisions as the N such form as the Mattagene me	olicies in excess of the st other hazards than fortgagee shall require
if any of the said property be damaged or destroye will immediately reconstruct or repair the same so the it shall be worth not less than the value thereof at th	is by any cause, he	shall be payable to showing full payment tained by the Mortg	the Mortgagee; that all such of premiums therefor shall be agee during the existence of t	policies and receipts e delivered to and re-
of damage; provided, that if such loss or damage st	all be courad by a	loger o days hildl (0	the expiration of any policy or r	oliciae ho will delive -
hazard against which insurance is carried, the obligation	in of the Mortgagor	TO THE MOLTBAGES 21	tisfactory renewals thereof tog	other with promises

truction or repair. 3. That he will, at his own cost and expense, kiep the building or buildings now or hereafter upon said premises, together with all personal

to repair or reconstruct shall not arise unless the Morigagee shall consent to the application of insurance proceeds to the expense of such reconsleast 5 days prior to the expiration of any policy or policies he will deliver to the Mortgagee satisfactory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provision by which the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the property insured and, if it shall appear to the Mortgagee that the insurance is prejudiced by the acts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagor will do such acts and things and obtain such further insurance as the Mortgagei may require; that the 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.

not a result of the said property as may be requested by the Mortgagee

5. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or 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, pay any taxes or liens or utility charges, make any repairs, or do ary other of the things required, and any expenses so incurred and any surus so paid shall bear interest at the rate per annum specified in the note and shall be secured hereby.

2010 c.6. That he will not, without the prior written consent of Mortgagee, transfer his interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may, in its discretion, impose a senice charge not exceeding one percent of the then outstanding principal balance of the note and may increase the interest rate on the indebtedness hereby secured.

7. In the event any payment or portion thereof due on the note is not paid within fifteen days from the date the payment is due, Mortgagor agrees to pay to Mortgagee a "late charge" of four cents (4¢) for each dollar so overdue.

8. That, if any default be made (i) in the payment of the principal or interest of the indebtedness hereby secured (ii) in the performance of any of the covenants or agreements of this mortgage (iii) or in payment or performance of any covenants of any other mortgage of trust deed on the property described herein, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage die and payable and foreclose this mortgage. 21425

9. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum for the trial court and any appellate cour: may adjudge reasonable as attorney's fees in connection therewith, and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or 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 this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver 10 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, jour first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

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, Masculine pronouns include feminine and neuter, All of the covenants of the Mortgagor shall be binding upon his heir:, 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 thi Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box.

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