

88378

FORM No. 755A—MORTGAGE.

Vol. 2788 Page 9482

OK
 THIS MORTGAGE, Made this 14TH day of JUNE, 19 88,
 by ERNEST E WALKER AND SADIE L WALKER, AS TENANTS BY THE ENTIRETY
 to SOUTH VALLEY STATE BANK

WITNESSETH, That said mortgagor, in consideration of ----- hereinafter called Mortgagor,
 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,
 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:
 A PROMISSORY NOTE DATED JUNE 14, 1988 TO L & W LOGGING IN THE AMOUNT OF \$10,000.00
 MATURING AUGUST 13, 1988.

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:
 AUGUST 13, 19 88.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 (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 hereafter be erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage,
 in the sum of \$-----
 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; if he fails to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said premises,
 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 and the feminine, 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

This instrument was acknowledged before me on
 by ERNEST E WALKER AND SADIE L WALKER

(SEAL)

Notary Public for Oregon

My commission expires 2-12-91

MORTGAGE

ERNEST E WALKER

SADIE L WALKER

TO

SOUTH VALLEY STATE BANK

AFTER RECORDING RETURN TO
 SOUTH VALLEY STATE BANK
 5215 S 6TH ST
 KLAMATH FALLS OR 97603

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

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
 By ----- TITLE
 Deputy

cl. 13.00

EXHIBIT "A"

The following described real property in Klamath County, Oregon:

The following described parcel of real property situate in Klamath County, Oregon, being portions of Tracts 1, 3 and 4, DE WITT HOME TRACTS and more particularly described as follows:

Beginning at the Southeast corner of Tract 1 of DeWitt Home Tracts, said point also being on the Westerly right of way of Orindale Road; thence South $89^{\circ} 49' 00''$ West a distance of 163.40 feet to the Northeast corner of Tract 3 of said subdivision; thence along the East line of Tract 3 South $00^{\circ} 04' 00''$ West a distance of 86.25 feet to a $\frac{1}{2}$ " iron pin; thence South $89^{\circ} 49' 00''$ West a distance of 263.02 feet to a point; thence North $00^{\circ} 04' 00''$ East a distance of 246.18 feet to a $\frac{5}{8}$ inch iron pin; thence North $89^{\circ} 49' 00''$ East a distance of 426.42 feet to the Easterly line of Tract 1; thence South $00^{\circ} 04' 00''$ West along said Easterly line to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ June _____ A.D., 19 88 at 12:06 o'clock P. M., and duly recorded in Vol. M88
of _____ Mortgages _____ on Page 9482

FEE \$13.00

Evelyn Biehn County Clerk

By Queline Musler

S.M.