

OK
THIS MORTGAGE Made this 6TH day of SEPTEMBER 19 88
by O. C. WEBB-BOWEN AND MARIE R. WEBB-BOWEN, AN ESTATE IN FEE SIMPLE AS TENANTS BY ENTIRETY
to SOUTH VALLEY STATE BANK
WITNESSETH, That said mortgagor, in consideration of ONE HUNDRED SEVENTY FIVE THOUSAND 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 property situated in _____ County, State of Oregon, bounded and described as follows, to-wit:

SEE ATTACHED EXHIBIT A FOR DESCRIPTION OF PROPERTY BY THIS REFERENCE MADE A PART HERETO.

(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:

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: SEPTEMBER 1, 1993

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 in fee simple for the mortgagor or a natural person; and 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 \$ _____ FULL AMOUNT.

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, it 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 payment 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 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 insurance 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, 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, 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 disclosures; for this purpose use 5-N Form No. 1319, or equivalent.

O. C. Webb-Bowen
MARIE R. WEBB-BOWEN

STATE OF OREGON,

County of KLAMATH } SS.

This instrument was acknowledged before me on September 9, 1988,

by O. C. Webb-Bowen and Marie R. Webb-Bowen

Jeffrey L. Bradford
Notary Public for Oregon
My commission expires 6/12/92

MORTGAGE

O. C. WEBB-BOWEN
MARIE R. WEBB-BOWEN
TO
SOUTH VALLEY STATE BANK

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

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

STATE OF OREGON,
County of _____ } SS.
I certify that the within instrument 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

88 SEP 15 AM 11 26

O. C. WEBB-BOWEN
MARIE R. WEBB-BOWEN

EXHIBIT A

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon.

Lots 17, 18 and 19 in Block 19 of Second Railroad Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO Beginning at the Southeasterly corner of Lot 1, Block 65, Buena Vista Addition to the City of Klamath Falls, Oregon; thence North 7°16' East, along the Easterly boundary of said Lot 1, a distance of 112.2 feet, more or less, to the South boundary of Prescott Street; thence South 89°31'30" West, along said South boundary of Prescott Street extended across said Lot 1, a distance of 62.26 feet, more or less, to the East boundary of Biehn Street as now improved and used; thence South 0°28'30" East along the East boundary of said Biehn Street, a distance of 66.85 feet, thence South 34°15' East, 51.2 feet, more or less, to the Southerly boundary of said Lot 1; thence Easterly along said Southerly boundary of Lot 1, 18.0 feet, more or less, to the point of beginning, being all that portion of Lot 1, Block 65, Buena Vista Addition to Klamath Falls, not used as portions of Prescott and Biehn Streets;

ALSO a portion of the vacated section of Lakeview Street that lies between Blocks 65 and 72 in Buena Vista Addition, and particularly described as follows: Beginning at the Southeast corner of Lot 1, Block 65, Buena Vista Addition to Klamath Falls, Oregon; thence North 7°16' East, along the Easterly boundary of said Lot 1, a distance of 112.2 feet, more or less, to the South boundary of Prescott Street; thence North 89°31'30" East, along said South boundary of Prescott Street, a distance of 46.53 feet; thence South 0°28'30" East, 40.0 feet; thence South 89°31'30" West, 13.0 feet; thence South 0°28'30" East, 74.95 feet, more or less, to the Northerly boundary of Oregon Avenue; thence Northwesterly along said Northerly boundary of Oregon Avenue, a distance of 50.5 feet, more or less, to the point of beginning.

ALSO All that portion of the SW¼NE¼, SE¼NW¼ of Section 30, Township 39 South, Range 9 E.W.M., more particularly described as follows:

Beginning at a point on the northwesterly right of way line of the Klamath Falls Weed State Highway in the SW¼NE¼ of Section 30, Township 39 South, Range 9 E.W.M., which point of beginning is 1320 feet North of the quarter corner common to Sections 30 and 31, Township 39 South, Range 9 E.W.M. and South 89°44' West 1015 feet along the South line of the NE¼SW¼ of Section 30 to the northwesterly right of way line of said highway; thence along said highway right of way line as follows: North 36°34' East 1792.17 feet; South 53°26' East 25.0 feet; thence North 36°34' East 412.3 feet to the true point of beginning of the tract herein described; thence continuing North 36°34' East 455 feet to a point, which is the most southerly corner of the tract conveyed to Robert D. McPherson by deed recorded October 8, 1956, in Volume 287 page 160; thence North 53°26' West along the Southerly line of said McPherson Tract to the southeasterly right of way line of the Southern Pacific Railroad right of way; thence Southwesterly along said southeasterly right of way line of the Southern Pacific Railroad to a point which is North 53°26' West to the true point of beginning; thence South 53°26' East to the true point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley State Bank the 15th day of Sept. A.D., 19 88 at 11:26 o'clock A.M. and duly recorded in Vol. M88 of Mortgages on Page 15120.

FEE \$13.00

Evelyn Biehn County Clerk

By Pauline Mullens