

MORTGAGE

THIS INDENTURE, made this 29 day of September, 1988, between Linda M. Wilkinson aka Linda M. Doty

herein called "Mortgagor," and WESTERN BANK, an Oregon banking corporation, herein called "Mortgagee";

For value received by the Mortgagee from the Mortgagor, the Mortgagor does hereby grant, bargain, mortgage and convey unto the Mortgagee all the following described property situated in

County, Oregon, to-wit: Portion of Lot 596 and 597, Block 103, Mills Addition, 800 E. Main, Klamath Falls, Oregon

including but not limited to roads, and easements used in connection with the premises; also, all fixtures, buildings and parts of buildings situated upon said property...

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

The Mortgagor does hereby covenant to, and with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the said real property, that it is the absolute owner of all items of property described hereinabove...

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor kept and performed and to secure the payment of the sum of \$ 1,372.90 and interest thereon in accordance with the tenor of a certain promissory note executed by Linda M. Wilkinson AKA Linda M. Doty

dated Sept. 29, 1988, payable to the order of the Mortgagee in installments of not less than \$ 1,372.90 each including interest, on the day of each month commencing

until SALE OF PROPERTY when the balance then remaining unpaid shall be paid in full.

This Mortgage is also given as security for the payment of any and all other indebtednesses, obligations or liabilities of the Mortgagor to the Mortgagee now existing or hereafter arising, matured or to mature, absolute or contingent and wherever payable, including but not limited to such as may arise from endorsements, guarantees, acceptances, bills of exchange, promissory notes, or other paper discounted by the Mortgagee or held by the Mortgagee, or taken as security for any loans or advances of any kind, sort or description whatsoever.

88 OCT 7 PM 2 43

8. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for costs and disbursements in such suit or action, 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 and shall bear interest from the date paid or incurred by Mortgagee or from the date of judgment, whichever occurs first, at the rate set forth in the promissory note mentioned above; 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 to 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, after first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of its covenants or agreements herein contained, it may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

ment 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 its heirs, 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 the 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.

9. The word "Mortgagor", and the language of this instrument IN WITNESS WHEREOF, the Mortgagor, pursuant to resolution of its Board of Directors duly and regularly adopted has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal, if any, to be affixed hereto the day and year first hereinabove written.

Return: Western Bank
 Special Asset Dept.
 P.O. Box 1377
 Coos Bay, Or. 97420-0328

(Corporate Seal)

By Linda M. Wilkinson AKA Doty
 Linda M. Wilkinson AKA Doty

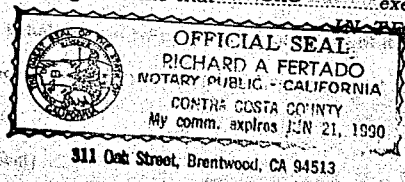
By _____

STATE OF OREGON
 CALIFORNIA
 County of Contra Costa } ss.

FORM NO. 23 — ACKNOWLEDGMENT
 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 29 day of September, 19 88, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Linda M. Wilkinson AKA Linda M. Doty

known to me to be the identical individual described in and who executed the within instrument and acknowledged 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.
Richard A. Fertado
 Notary Public for Oregon.
 My Commission expires Jan 21, 1990

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Western Bank the 7th day of Oct. A.D. 19 88 at 2:43 o'clock P.M., and duly recorded in Vol. M88 of Mortgages on Page 16864

FEE \$18.00

Evelyn Biehn County Clerk
 By Doreen M. ...