

ON **3575** Vol. m89 Page 14560
THIS MORTGAGE, Made this 28TH **day of** JULY, 19 89,
by GLETA WAMPLER, AND ESTATE IN FEE SIMPLE
 hereinafter called Mortgagor,
to SOUTH VALLEY STATE BANK

TO: _____, hereinafter called Mortgagee,
 WITNESSETH That said mortgagor, in consideration of THIRTY THOUSAND AND NO/100'S*****
 (30,000.00)***** Dollars, to mortgagor paid by said mortgagee, does hereby grant,
 bargain, sell and convey unto said mortgagee, mortgagee's 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"

(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.

and which may hereafter inhere to any of the 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, mortgagee's heirs, executors, administrators and assigns forever.

NOTE DATED OCTOBER 19, 1987 TO WILLIAM P WAMPLER AND GLETA WAMPLER IN THE AMOUNT OF \$30,000.00 WITH AN ORIGINAL MATURITY DATE OF OCTOBER 19, 1988 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS.

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: OCTOBER 19, 1988.

UBER 1988

10. The mortgagee warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) for the mortgagee's personal, domestic or household use, or for business or commercial purposes.
(b) for an organization or (even if mortgagor is a natural person) for business or commercial purposes.
And said mortgagor covenants to and with the mortgagee, mortgagee's heirs, executors, administrators and assigns, that mortgagor 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 mortgagor will pay said note, principal and interest according to the terms thereof; that while any part of said note remains unpaid mortgagor 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 mortgagor will promptly pay said property, or 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 mortgagor 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

[illegible]

over, of any right arising to the mortgagor or mortgagee to repay any sums so paid by the mortgagee.

At any time while the mortgagor neglects to repay any sums so paid by the mortgagee.

In case 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 sums as the trial court or the judge reasonable as the prevailing party's attorney's fees in such suit or action, or on appeal, or on such judgment or decree entered therein the losing party further promises to pay such sums as the prevailing party's attorney's fees on such appeal, all such sums to be paid by the losing party to the prevailing party's attorney within ten days after the date of the entry of the judgment or decree.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, assigns and assigns of said mortgagor and of said mortgagee respectively. In case suit or action is commenced to foreclose this mortgage, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising during the pendency of such foreclosure, and apply the same, first deducting all proper charges against the income of said trust, as the court may direct in its judgment or decree.

It is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular number shall include the plural, and vice versa.

In construing this mortgage, it is understood that the mortgagor or mortgagees may be more than one person; that if the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this mortgage shall 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 S-N Form No. 1319, or equivalent.

STATE OF OREGON

County of KLAMATH

This instrument was acknowledged before me on July 31, 1989.

by Gleta Wampler

(SEAL)

Notary Public for Oregon

My commission expires 6-12-92

MORTGAGE

GLETA WAMPLER

TC

SOUTH VALLEY STATE BANK

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AFTER RECORDING RETURN

SOUTH VALLEY STATE BANK

5215 SOUTH 6TH 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
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By Deputy

EXHIBIT "A"

PARCEL 1:

The SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 24, Township 35 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 2:

The NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 25, Township 35 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 7th day
of Aug. A.D., 19 89 at 2:51 o'clock P. M., and duly recorded in Vol. M89,
of Mortgages on Page 14560.

Evelyn Biehn County Clerk

By Caroline Mulenbarger

FEE \$13.00