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LOTS 9, 10, 11 AND 12, BLOCK 9, FIRST ADDITION TO CHILOQUIN, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

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.

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 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, 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 premises, or against the mortgage or the note above described, when due and payable and before the same may become delinquent; that mortgagor will properly and lawfully 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

will keep the buildings now on or which likely will be erected on the premises. In the company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as mortgagee's interest may appear and will deliver all policies of insurance on said premises to the mortgagee. Now, therefore, it said mortgagee 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 payment of all said covenants and conditions of said note; it being agreed that a failure to perform any of the covenants or conditions of said note shall constitute a default and entitle the mortgagee to foreclose on any lien on said premises or any part thereof, and to declare the whole amount unpaid on said note and on this mortgage at once due and payable, time being of the essence with respect to such payment and/or performance, and this mortgage may be foreclosed at any time thereafter. And if the mortgagee shall fail to pay any taxes or charges of any lien, encumbrances or insurance premiums as above provided for, the mortgagee shall be deemed to have waived its right to payment so made shall be added to and borne by the mortgagor, and the mortgagee shall be deemed to have waived its right to interest at the same rate as said note without waiver, howsoever 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.

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 sums as a trial court may deem just and equitable. If an appeal is taken from any judgment or decree entered therein the adjudge reasonable as the prevailing party's attorney's fees in such suit or action, and in an appeal therefrom, the prevailing party's attorney's fees on such appeal, all such losing party further promises to pay such sums as the appellate court shall adjudge reasonable. The prevailing party's attorney's fees on such appeal, all such sums to be included in the court's decree. Execution of the mortgage and the covenants and agreements herein commenced shall apply to and bind the heirs, executors, administrators and assigns of the mortgagor and the 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, of the proceeds of the sale of the premises, to the payment of the sums so due, and to the satisfaction of the mortgage, and to the payment of the costs, and first deducting all proper charges and expenses attending the execution of said trust, as the court may direct in its judgment or order.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the contest 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.

WILLIAM P. WAMPLER

MOUNTAIN TITLE COMPANY,..... has recorded this.....
instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

STATE OF OREGON.

County of KLAMATH

This instrument was acknowledged before me on July 31, 1987

by William P. Wampler

(SEAL)

Notary Public for Oregon

My commission expires6-12-92

WILLIAM P. WAMPLER

TO

SOUTH VALLEY STATE BANK

AFTER RECORDING RETURN TO
SOUTH VALLEY STATE BANK
5215 SOUTH 6TH STREET
KLAMATH FALLS, OR 97603

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

STATE OF OREGON, }
County of Klamath.....} ss.

I certify that the within instrument was received for record on the 7th day of Aug., 1989, at 2:51 o'clock P.M., and recorded in book/reel/volume No. M89 on page 14562 or as fee/file/instrument/microfilm/reception No. 3576.
Record of Mortgage of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk.

NAME	TITLE
Pauline Mueller	Deputy

Fee \$8.00