Desced this 30 - 17 of Congret STATE OF CHIEFITE, Country of Klamath , 1934. Personally appeared the above named Fern Foster, who soknowledged the foregoing instrument to be their soluntary act. My Commission expires 3-16-91 FORM No. 8-MORTGAGE r. 7316 Vol. mgg Page 21119@ as mortgagor, and SOUTH VALLEY STATE BANK WITNESSETH, That the said mortgagor for and in consideration of the sum of ONE HUNDRED NINETY paid by the said mortgagee, does hereby grant, bargain, sell and convey unto the said mortgagee, his successors Oregon, and described as follows: LOTS 10,11, AND 12, BLOCK 208 MILLS SECOND ADDITION TO THE CITY OF KLAMATH LOTS 10,11, AND 12, BLOCK 208 MILLS SECOND ADDITION TO THE CITY OF KLAMATIFALLS, OREGON ACCORDING TO THE DULY RECORDED PLAT THEREOF, SAVING AND EXCEPTING THAT PORTION CONVEYED TO THE STATE OF OREGON BY DEED DATED JULY 15, 1943 AND RECORDED IN BOOK 157 AT PAGE 107 OF DEED RECORDS OF KLAMATH COUNTY, OREGON, WHICH IS SUBJECT TO THE TERMS AND PROVISIONS OF THAT GROUND LEASE DATED THE 8TH DAY OF DECEMBER, 1987, WHEREIN NORMA JEAN BENNETT, ETHEL NAGEL AND CHRISTINA SMITH, TRUSTEES UNDER AGREEMENT DATED JULY 22, 1976 AS LESSORS, AND O. C. WEBB-BOWEN, INC. IS LESSEE. following is substantially a true copy, to will Cessors and designs totales.

CHAS CONVENANCE is intended as a mortgage to courte the planning of the son, in this limited for the NINETY SIVE THOUSAND AND NO/100'S.

(S. 195,000:00.) in accordance with the latter of the series of the serie cessors and assigns turover. have still the commission of the sentent addition and an assumed has self another of any bayer of during the home of this mondage. tron), and any and all injures apon said premaiss at the time at the execution of this manages as a second minuse apperioring, and which may hereafter thereto believe an appellatelying the part, some and the principle Translation with all mad simplicing the temperature hand despete that appearing the contract of

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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 successors and assigns forever.

PO BOX 1600	SOUTH VALLEY STATE BANK	Print to the second of the second
	ELAMATH FALLS, OR 97601	Loan Number 300956
		Maturity Date OCTOBER 25 19
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	Loan Amount \$_195,000,00
promise to pay to you, or your order at your address to		Renewel Of 300679
AMERICAN STATE OF THE STATE OF	E THOUSAND AND MOVIDO.	Dollars \$195,000,00
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the amount of \$ Conditions: The conditions for future advance		contemplated.
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Open End Credit: You and I agree that I me	y borrow up to the maximum amount of principal m	or then one then This to
☐ Glosed End Credit: You and I agree that	I may borrow up to the maximum only one time	(and subject to all other conditions)
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ZXFrequency and Timing: The rate on this no	the may increase so oben see TRATEY	itirely in your control.
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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: OCTUBER 25 11 1989 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS

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FOREST RESIDENCES

TORIN No. 3- HOSTOAGE.

Fee \$23.00

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The mortgagor warrants that the proceeds of the loan represented by the above described note and this

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-wit:

That mortgagor is lawfully seized of said premises, and now has a valid and unincumbered fee simple title thereto,

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and that he will warrant and defend the same against the claims and demands of all persons whomsoever;

That he will pay the said promissory note and all installments of interest thereon promptly as the same

become due, according to the tenor of said note;

That so long as this mortgage shall remain in force he will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That he will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged. At the request of the mortgagee, the mortgager shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

That so long as this mortgage shall remain in force he will keep the buildings now erected, or any which may hereafter be erected on said premises insured against loss or damage by fire, with extended coverage, to the extent of \$\\$ in some companiny or companies acceptable to said mortgagee and for the benefit of both parties hereto as their interests may appear, and will deliver all the policies and renewals thereof to said mortgagee.

NOW, THEREFORE, if the said mortgagor shall pay said promissory note and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgage the option to declare the whole amount due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of the receivership.

^{*} IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgages is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgages MUST comply with the Act and Regulation by making required disclosures; for this perpose, use Stevens-Ness Form No. 1306, or equivalent. If this instrument is NOT to be a first two.

the publicity of a docting, win Massic New Families, 1305 of against of the instance of it and wend it refuse to the control control of any suit or action being instituted to foreclose this mortgage, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event of any appeal, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal; in any event the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure. In construing this mortgage, it is understood that the mortgager or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, the masculine pronoun shall mean 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. page by germa march may be forcelosed at sugar time translation step if the In Witness Whereof, the mortgagor has executed this instrument this 26TH day of OCTOBER 19:89.; if a corporate mortgagor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors. terms thereof and the performance of the coverance and agreements thereof Commende Bomen's INC in full town and virtue as a auritage to secure the partient of sough proand comply with the coverants hereinhelpte ast forth than this conv. BA. 2. Charles Therefores, if the said mericagor shall pay said piden Gos mentific that nortice descens is their liner sits may appear, and with deliver at the in-line. const contration of the particular matching enginese medied another loss of danish for the wife so naid constant. a spall remain in force has all keep the trailings done to the first of the rate feat) mortgages. (10) (10) of the constant of OREGON, County of Klamath 101120 55. 10 100 11 October 30 19 87 19 8900 10 Mebb. Born who, being duly sworn, each for himself and not one for the other, did say that the former is the Personally appeared the above named O.C. Webb- Hours, Lw. O.C. Webb-Bower president and that the latter is, the O.C. Webb by O.C. Uple-Boner prisons O.C. Webb-Bowen, INC. and that the seal allixed to the foregoing instrument is the covorate seal and acknowledged the foregoing instruof said corporation by authority of its board of Gregore and each of ment to be voluntary act and deed. them acknowledged said instrument to be its voluntary act and deed Before me: (OFFXCIAL Notary Public for Oregonnion magnin Netaty Public for Oregon 4/12/92 My commission expires: 4/12/92 THO ANY My commission expires MORTGAGE STATE OF OREGON. County ofKlamath....

O.C. WEBB- BOWEN, INC

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SOUTH VALLEY STATE BANK

801 MAIN STREET

KLAMATH FALLS, OR 97601

I certify that the within instru-

ment was received for record on the 2nd day of Nov. 19 89 at 11:24 o'clock A M., and recorded in book/reel/volume No... M89 on page 21119 or as document/fee/file/ instrument/microfilm No. 7316 , Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

equit the browers of the love represented By Cauline Mullinds te Deputy

Fee \$23.00

FOR

RECORDER'S USE