

MTC 1396 2043

Vol. M90 Page 7926

APRIL 19, 1990

OT 14148
 THIS MORTGAGE, Made this 16TH day of
 by DONALD D GELHARDT AND GEORGIA L GELHARDT, AS TENANTS BY THE ENTIRETY
 hereinafter called Mortgagor,
 to SOUTH VALLEY STATE BANK
 hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of ---ELEVEN THOUSAND, FIFTY FOUR DOLLARS
 AND 27/100---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 prop-
 erty situated in KLAMATH County, State of Oregon, bounded and described as follows, to-wit:

LOT 17, GRACE PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE
 OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

(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:
 LOAN NO. 204130, IN THE AMOUNT OF \$11,054.27 TO DONALD D GELHARDT AND GEORGIA L GELHARDT,
 MATURING APRIL 20, 1994.

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:
 APRIL 20, 1994 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:
 (a) primarily for mortgagor's personal, family or household purposes (see Important Notice below);
 (b) for the purchase of real property, or the improvement thereof, or the payment of the purchase price of real property,
 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 \$ IN FULL in a company or companies acceptable to the mortgagee, and will deliver all policies of insurance on said
 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
 of 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, 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 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 shall include in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administra-
 tors 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 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 dis-
 closures; for this purpose use S-N Form No. 1319, or equivalent.

STATE OF OREGON,

County of KLAMATH

SS:

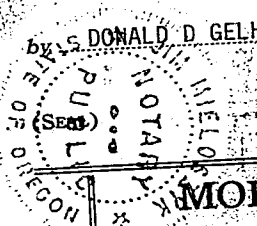
This instrument was acknowledged before me on
 by DONALD D GELHARDT AND GEORGIA L GELHARDT

Donald D. Gelhardt
 DONALD D GELHARDT
 Georgia L. Gelhardt
 GEORGIA L GELHARDT

MOUNTAIN TITLE COMPANY, has recorded this
 instrument by registration on commission only,
 and has not examined the instrument and its efficiency
 or as to its effect upon the title to any real property
 that may be described therein.

Notary Public for Oregon
 My commission expires

8-1-90



MORTGAGE

DONALD AND GEORGIA GELHARDT

TO

SOUTH VALLEY STATE BANK

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

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK
 801 MAIN STREET
 KLAMATH FALLS OR 97601

Fee \$8.00

STATE OF OREGON,

County of Klamath

SS.

I certify that the within instru-
 ment was received for record on the
 27th day of April, 1990,
 at 2:20 o'clock P.M., and recorded
 in book/reel/volume No. M90 on
 page 7926 or as fee/file/instrument/
 microfilm/reception No. 14148,
 Record of Mortgage of said County.

Witness my hand and seal of
 County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pauline Muelender Deputy