| FORM No. 755A—MORIGAGE.  |  | STEVENS-NESS LAW PUB.QCQORTLAND. OR. 97204   |
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| or 15577   | Vo   | ! mgo Page 10531   |
| THIS MORTGAGE, Made this151  | H day of MARC  | H , 1990 50  |
| by FREDERIC D PISOR AND DORIS M PISOR,   | <u>, AS TENANTS BY THE E</u>   | NTIRETY,   |
| to SOUTH VALLEY STATE BANK   |  |  |
| WITNESSETH, That said mortgagor, in c  | onsideration of **TWENTY   | hereinafter called Mortgagee, FIVE THOUSAND AND NO/100******* d by said mortgagee, does hereby grant,  |
| bargain, sell and convey unto said mortgagee, his  | heirs, executors, administra   | tors and assigns, that certain real prop-  |
| erty situated in KLAMATH County, State of Oregon, bounded and described as follows, to-wit:  |  |  |
| LOT 9 BLOCK 28, HOT SPRINGS  |  |  |
|  |  |  |
|  | NT, CONTINUE DESCRIPTION ON REVER  |  |
| Together with all and singular the tenemants, 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   |  |  |
|  |  |  |
| To Have and to Hold the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns torever.  This mortgage is intended to secure the payment of a certain promissory note, described as follows:   |  |  |
|  |  |  |
| A PROMISSORY NOTE, NO. 204063, IN  | THE AMOUNT OF \$25,000   | J.00, DATED MARCH 15, 1990   |
| AND MATURING MARCH 15, 1994.   |  |  |
| the state of the s |  |  |
| 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:  MARCH_15, 19_94 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: (4) is principled a mortgage are seemed from the content of the proceed of the procee |  |  |
| (b) for an organization or (even it mortgagor is a natural person) are no commercial purposes.  And said mortgagor coverants to and with the mortgage, 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 lorever delend the same against all persons;  | that he will pay said note, principal  | and interest according to the terms thereol; that while  |
| and will warrant and lorever delend the same against all persons; that he will pay said note, principal and interest according to the terms thereol; 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 satisty 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 mortgage against loss or damage by lire, with extended coverage, III [11]  |  |  |
| buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by lire, with extended coverage, in a company or companies acceptable to the mortgagee, and will in the sum of \$\frac{1}{2}\text{N}\text{FULL} \qquad \qqqqq \qqqqqqqqqqqqqqqqqqqqqqqqqqqqq   |  |  |
| in the sum of \$ 1. N. FULL. In a company or companies acceptable to the mortgage, and will have all policies of insurance on said property made payable to the mortgage 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 premises to the mortgagee as soon, as insured; that he will, keep the building and improvements on said premises. Now, therefore, it said mortgager shall keep and perform the covenants herein contained and shall pay said note according to its any waste of said premises. Now, therefore, it said mortgage as mortgage to secure the performance of all of said covenants and the payment terms, this conveyance shall be void, but otherwise shall remain in full force as mortgage to taken to force one only liet on said premises or of said note; it being agreed that a failure to perform any covenant herein, or it proceedings of any kind be taken to force one any liet on said premises or the profession of the mortgage at once due and payable, time being the profession of the paythous the post on the whole amount unpaid on said note and on this mortgage at once due and payable, time being  |  |  |
| any waste of said premises. Now, therefore, it said mortgagor and terms, this conveyance shall be void, but otherwise shall remain in of said note: it being afreed that a failure to perform any covenant   | full force as a mortgage to secure to<br>herein, or if proceedings of any kin                                    | he performance of all of said covenants and the payment<br>d be taken to force on any lien on said premises or   |
| of said note; it being agreed that a failure to perform any covenant nerem, or it proceedings of any kind of the covenant are being any part thereof, the mortfange shall have the option to declare the whole amount unpaid on said note and on this mortfange shall have the option to declare the whole amount unpaid on said note and on this mortfange at once due and payable, time being any part thereof, the mortfange shall have the whole amount unpaid on said note and on this mortfange at once due and payable, time being any part of the mortfange shall have the whole amount unpaid on said note and on this mortfange at once due and payable, time being any part of the mortfange shall have the whole amount unpaid on said note and on this mortfange at once due and payable, time being any part of the mortfange shall have the whole amount unpaid on said note and on this mortfange at once due and payable, time being any part the said the mortfange shall have the whole amount unpaid on said note and on this mortfange at once due and payable, time being any part the said the mortfange shall have the whole amount unpaid on said note and on this mortfange at once due and payable, time being any part of the said the mortfange shall have the whole amount unpaid on said note and on this mortfange at once due and payable, time being any payable and the said th |  |  |
| any part thereof, the mortgages shall have the option to declare the whole amount unpaid on said note and on this mortgage. And it the mortgager shall fail to of the essence with respect to such payment and/or performance, and this mortgage may be foreclosed at any time there has opined as on, and any payment so pay any taxes or charges of any lien, encumbrances or insurance premium as above provided for, the mortgage may opined as on, and any payment so pay any taxes or charges of any lien, encumbrances or insurance premium as above provided for, the mortgage may opined as on, and any payment so pay any taxes or charges of any lien, encumbrances or insurance premium as above provided for, the mortgage may be to support the mortgage and the same face as said note without waiver, however, of any right arising to the mortgage of any the mortgage and the same paid by the mortgage and the same payments of the same payments of the same payments of the delta same payments of the delt |  |  |
| in the event of any suit or action being instituted to foreclose this nortgage, the losing party in such suit or action agrees to pay all reasonable costs.  In the event of any suit or action being instituted to foreclose this nortgage, 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 count may adjudge reasonable as the prevailing party's attorney's lees in such suit or action, and if an appeal is taken from any judgment or decree entered therein the adjudge reasonable as the prevailing party's attorney's lees on such appeal, all such losing party further promises to pay such sum as the appellate court shall addige reasonable as the prevailing party's attorney's lees on such appeal, all such sums to be included in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrature and easiens of said mortgage, the court may, upon motion   |  |  |
| incurred by the prevailing party therein for title reports and title adjudge reasonable as the prevailing party's attorney's lees in su losing party further promises to pay such sum as the appellate cou   | search, all statutory costs and disorch suit or action, and it an appeal<br>rt shall adjudge reasonable as the p | is taken from any judgment or decree entered therein the<br>revailing party's attorney's fees on such appeal, all such   |
| sums to be included in the court's decree. Each and all of the cove tors and assigns of said mortgagor and of said mortgage respective   | nants and agreements herein contained by. In case suit or action is commend                                      | d shall apply to and bind the heirs, executors, administra-<br>to loreclose this mortgage, the court may, upon motion<br>the pendency of such loreclosure, and apply the same, |
| sums to be included in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and onto the nears, executors, authors and assigns of said mortfager and of said mortfage respectively. In case suit or action is commenced to foreclose this mortfage, the court may, upon motion of the mortfagee, appoint a receiver to collect the rents and prolits arising out of said premises during the pendency of such foreclosure, and apply the same, list 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 mortfage, it is understood that the mortfager or mortfage may be more than one person; that if the context so requires, the singular than the context is prescribed the learning and the neuter, and that generally all grammatical changes shall be made,   |  |  |
| In construing this mortgage, it is understood that the mortgagor or mortgage may be more than the person; that it the content of the more pronoun shall be taken to mean and include the plured, the masculine, the left in 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.   |  |  |
| Julien & Thor  |  |  |
| *IMPORTANT NOTICE: Delete, by lining out, whichever warra<br>is not applicable; if warranty (a) is applicable, the mortgagee   | nty (a) or (b) FREDER  | ***************************************  |
| is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-I-lending Act and Regulation Z by making required dis- closures; for this purpose use S-N Form No. 1319, or equivalent.   |  |  |
| STATE OF OREGON,   | DORIS N  | I PISOR /  |
|  | ss:  |  |
| County of KLAMATH  |  |  |
| This instrument was acknowledged before  | me on May 30   | , 1990   |
| This instrument was acknowledged before me on 11 ay 30, 1990,  |  |  |
| by FREDERIC D. PISOR AND DORIS M. PISOI  | 3  |  |
| 7.0  | Vina Vina  | Miland   |
| T(SEAR)  | Notary Fublic to   | r Oregon   |
| 0 10   | My commission  | expires 8-1-90   |
| S TODTC ACE  |  | STATE OF ORECON  |
| MORTGAGE   |  | STATE OF OREGON, County ofKlamath  |
| FREDERIC AND DORIS PISOR   |  | I certify that the within instru-  |
| I NEDERIO AND DONIS 1130K  |  | ment was received for record on the lst day of June 19 90,   |
|  | (DON'T USE THIS  | at 11:34 o'clock A.M., and recorded  |
| то   | SPAGE: RESERVED<br>FOR RECORDING   | in book/reel/volume NoM90on  |
| SOUTH VALLEY STATE BANK  | LABEL IN COUN-   | page 10531 or as fee/file/instrument/<br>microfilm/reception No15577,  |
|  | TIES WHERE<br>USED.)   | Record of Mortgage of said County.   |
|  | e ha   | Witness my hand and seal of  |
| AFTER RECORDING RETURN TO  |  | County affixed.  |

Evelyn Biehn, County Clerk

By Quille M. Mulle add & Deputy

SOUTH VALLEY STATE BANK

97601

Fee \$8.00

801 MAIN STREET KLAMATH FALLS, OR