

After recording, return to: Willis Williamson, 4199 Nonpareil Rd., Sutherlin, Oregon 97479
Tax Statements to: Irene Whiting, 2563 Homedale, Klamath Falls, Oregon 97603

76308

Mortgage

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02-17-94P01:52 RCVD

THIS MORTGAGE is made this day of February, 1994, by IRENE WHITING, Mortgagor, to WILLIS L. WILLIAMSON and MAE WILLIAMSON, husband and wife, Mortgagees.

WITNESSETH, That the Mortgagor, in consideration of the sum of Twenty Thousand Dollars (\$20,000.00) paid by the Mortgagee, does hereby grant, bargain, sell and convey to the Mortgagee, his heirs, personal representative and assigns, the real property in Klamath County, Oregon, described as:

Lot 14 in Block 11 of FOURTH ADDITION TO WINEMA GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, 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.

TO HAVE AND TO HOLD the premises with the appurtenances unto the Mortgagee, his heirs, personal representative and assigns forever.

This Mortgage is intended to secure the payment of one promissory note, of which the following is a substantial copy:

PROMISSORY NOTE ATTACHED:

The date of maturity of the debt secured by this Mortgage is the date on which the last scheduled installment of principal becomes due, to-wit: February 1, 1998.

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And the Mortgagor covenants to and with the Mortgagee, his heirs, personal representative and assigns, that he is lawfully seized in fee simple of the premises and has a valid, unencumbered title thereto unless stated herein and will warrant and forever defend the same against all persons, that he will pay the note, principal and interest, according to its terms; that while any part of the note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against the property, or this Mortgage or the note secured by this Mortgage, when due and payable and before delinquency; 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 hereafter erected on the premises continuously insured against loss or damage by fire and such other perils as the Mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this Mortgage, in a company or companies acceptable to the Mortgagee, with loss payable first to the Mortgagee to the extent of his interest; all policies of insurance shall be delivered to the Mortgagee when issued. If the Mortgagor shall, for any reason, fail to procure such insurance, the Mortgagee may do so at the Mortgagor's expense. The Mortgagor will join with the Mortgagee in executing any financing statement required to be filed under the Uniform Commercial Code to perfect Mortgagee's security interest in any personal property which may be additional security for the note.

The Mortgagor warrants that the proceeds of the loan represented by this Mortgage and Note are:

1. Primarily for Mortgagor's personal, family or household purposes.
2. For an organization or (even if Mortgagor is a natural person) for business or commercial purposes.

NOW, THEREFORE, if the Mortgagor shall keep and perform the covenants herein contained and shall pay the 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 the covenants and the payment of the note; it being agreed that upon a failure to perform any covenant herein or if a proceeding of any kind be taken to foreclose any lien on the premises or any part thereof, the Mortgagee shall have the option to declare the entire remaining balance of the Note immediately due and payable, time being of the essence with respect to all obligation of Mortgagor, and this Mortgage may be foreclosed at any time thereafter. And if the Mortgagor shall fail to pay any tax or assessment, the Mortgagee may, at his option, do so and any payment made on such account shall be added to and become a part of the principal due under the Note secured by this Mortgage and shall bear interest at the same rate as set forth in the Note. No payment by Mortgagee of tax or insurance by reason of Mortgagor's failure to pay shall be deemed a waiver of that breach or any subsequent breach and Mortgagee may proceed with foreclosure at his option. In any action to foreclose this Mortgage, require performance of the terms hereof, or defend against any attempt by third parties to foreclose any lien the losing party shall be liable for the prevailing parties reasonable attorney fees, both at trial and on appeal, to be set by the court as provided by the Oregon Rules of Civil Procedure.

Each and every covenants herein applies to the parties and any successors in interest.

In any action to foreclose this Mortgage, the Mortgagee may have a receiver appointed by the court for the purpose of collection the rents and profits arising from the premises and apply the same to the sums due under this Mortgage, after deducting all proper charges and expenses of the receiver.

In construing this Mortgage, all necessary changes shall be assumed in order that the gender and number of the parties is recognized. If the Mortgagor is a corporation, the persons signing are properly authorized by Mortgagor to act on its behalf.

IN WITNESS WHEREOF, the Mortgagor has signed this document as of the day and year first above written.

Irene Whiting
IRENE WHITING

STATE OF OREGON

County of Klamath

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) ss

On this 15 day of February, 1994, personally appeared the above named Irene Whiting who acknowledged the foregoing instrument to be the voluntary act of the declarant.



Mindy Rutledge
Notary Public for Oregon
My Commission Expires: 8-6-97

PROMISSORY NOTE

\$20,167.57

Date: FEBRUARY 4, 1994

C & I WHITING (the "Promisor") promises to pay to the order of W.L. &/OR I.M. WILLIAMSON (the "Payee"), at SUTHERLIN, OREGON, (or at such other place as the Payee may direct in writing) the sum of \$20,167.57 with interest from FEBRUARY 4, 1994, on the unpaid principal at the rate of 8.00 per cent per annum. Unpaid principal after the Due Date shown below shall accrue interest at the rate of 8.00 per cent per annum until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$492.09, payable on the 4th of each month, beginning on MARCH 4, 1994 and continuing until FEBRUARY 4, 1998 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full. THE PROMISOR UNDERSTANDS THAT THE PAYMENT OF THE ABOVE INSTALLMENT PAYMENTS WILL NOT FULLY AMORTIZE THE PRINCIPAL BALANCE OF THE NOTE, AND THEREFORE, A BALLOON PAYMENT WILL BE DUE ON THE DUE DATE. All payments on the note shall be applied first in payment of accrued interest and any remainder in payment of principal.

The Promisor waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

If the Note is not paid by the Due Date, or if an installment is not paid when due, the Promisor promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

The Promisor reserves the right to prepay this Note in whole or in part prior to the Due Date with no prepayment penalty.

No renewal or extension of this Note, delay in enforcing any right of Payee under this Note, or assignment by Payee of this Note shall affect the liability of the Promisor. All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

This Note shall be construed in accordance with the laws of the State of OREGON.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operational.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States.

Executed this 4th of FEBRUARY, 1994 at Klamath Falls.

C & I WHITING

By :

IRENE WHITING

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Irene Whiting the 17th day
of Feb A.D., 19 94 at 1:52 o'clock P M., and duly recorded in Vol. M94
of Mortgages on Page 5325.

FEE \$20.00

Evelyn Biehn, County Clerk

By Evelyn Biehn