MONIGAGE FORM No age 31214 In 89217 10-05-94411:13 RCVD THIS MORTGAGE, Made this 5th between Lillian Michelle Burton and October _____day of ____October April Rae Burton Tenant as Commonwealth Financial, Ltd. of P.O. Box 5182 Klamath as mortgagor, and Falls, Or. 97601 and a second of the second and and hundred WITNESSETH, That the mortgagor in consideration of Six thousand five no/100 _____ Dollars (\$ 6,500,00) paid to the mortgagor by the mortgagee, does hereby grant, bargain, sell and convey unto the mortgagee, and the mortgagee's personal representatives, successors and assigns, that real property situated in the County of, State of Oregon, described as follows: LOT 13, BLK 66, KLAMATH FALLS FOREST ESTATES, HWY 66 UNIT an a Stagar 算机 经费用的 化化合物 医白色性白色的 计子 water before the angeneration of a service state a the service 戴林山的人名西马马 化丁酸合物化甘酸医丁酸乙酯 建新具有进行的 网络 Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon the 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 and the mortgagee's personal representatives, successors and assigns forever. This mortgage is intended to secure the payment of one (or more) promissory note(s), in substantially the following form(s): PRINCIPAL AMOUNT IS \$6,500.00 with monthly amortization n ensterrighete. Able konsterre 이 있는 것이 있다. 같은 것이 있는 한 المحجر العام محجو and a gradient state of a second स्वति स् स्वति स्व स्वति स्व en e constante Mente de la constante 2. 1865 - 53 2. 1975 - 53 िंग विदेशका जिसके संवेशन राष्ट्र हो एक संवे जिसके जात he **1951**, (52, 59, 8, and its may be light and an end of states 新闻(44)转载复长音乐(37)从200 STATE OF OREGON, SS. MORTGAGE County of I dertify that the within instrument was received for record on the day, 19....., at o'clockM., and recorded in SPACE RESERVED TO book/reel/volume No..... on page RECORDER'S USE and/or as fee/file/instrument/microfilm/reception No....., Record of Deeds of said County. Commonwealth Financial, Ltd Witness my hand and seal of P.O. Box 5182 County affixed. Clamath Falls, Or. 97601 NAME TITLE By, Deputy.

J0.00 CA 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: The mortgagor warrants that the proceeds of the loan represented by the note(s) and this mortgage are:

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(a)* primarily for mortgagor's personal, family or household purposes (see Important Notice below), or (b) for an organization or (even if mortgagor is a natural person) for business or commercial purposes.

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

Mortgagor is lawfully seized of the premises and now has a valid and unencumbered fee simple title thereto, except zs follows (if no exceptions, so state):

and mortgagor will warrant and delend the same against the claims and demands of all persons whomsoever.

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Mortgager will pay the promissory note(s) and all installments of interest thereon promptly as the same become due, according to the tenor of the note(s).

So long as this mortgage remains in force, mortgagor will pay all taxes, assessments, and other charges of every nature levied or assessed upon or against the premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics' liens or other encumbrances that, by operation of law or otherwise, become a lien upon the mortgaged premises superior to the lien of this mortgage.

encumprances that, by operation of law or otherwise, become a lien upon the mortgaged premises superior to the lien of this mortgage. Mortgagor will keep the improvements erected on the premises in good order and repair and will not commit or suffer any waste of the premises. At the request of the mortgage, the mortgagor shall join with the mortgage in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee and will pay for filing the same in the proper public office(s), as well as the cost of any lien search made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

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

policies and renewals thereof to the mortgagee. NOW, THEREFORE, it the mortgagor shall pay the promissory note(s) and shall fully satisfy and comply with the covenants here-inbefore set forth, then this conveyance shall be void, but otherwise it shall remain in full force and virtue as a mortgage to secure the payment of the promissory note(s) in accordance with the terms thereof and the performance of the covenants and agreements herein con-tained. Any failure to make any of the payments provided for in the note(s) 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 the note(s), or unpaid thereon or on this mortgage, at once due and payable, and this mortgage by reason thereoin may be foreclosed at any time there-mortgage shall have the option to pay the same. Any payment so made shall be added to and become a part of the dobt secured by this mortgage, and draw interest at the same rate as the note(s) without waiver, however, of any right arising from breach of any of the covenants herein. Time is of the essence with respect to all sums due hereunder, and the promissory note(s). In case a suit or action is brought to foreclose this mortgage, the court may, upon motion of the holder of the mortgage, without

covenants nerein. 1 me is of the essence with respect to all sums are nereinaer, and the promissory nore(s). In case a suit or action is brought to foreclose this mortgage, the court may, upon motion of the holder of the mortgage, without respect to the condition of the property, appoint a receiver to collect the rents and profits arising out of the premises and direct the receiver to 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, including a reasonable charge for attorney fees.

charges and expenses of the receivership, including a reasonable charge for erroriey tees. In the event any suit or action to foreclose this mortgage is commenced, the losing party therein agrees to pay the attorney fees, costs and disbursements of the prevailing party, including statutory costs and disbursements and costs of title report(s) and/or title search. If any appeal is taken from any judgment or decree entered pursuant to such suit or action, the losing party on appeal therein promises to pay the attorney fees, costs and disbursements, including all statutory costs and disbursements, of the prevailing party. To the extent permitted by law, all such sums shall be and are secured by the lien of this mortgage and shall be included in the judgment or decree of to receiver. foreclosure

Each and all of the covenants and agreements herein contained shall apply to, inure to the benefit of, and bind the personal repre-ives, successors and/or assigns of the mortgagor and of the mortgagee respectively. sentatives, succes

In construing this mortgage and related note(s), it is understood that the mortgagor or mortgagee may be more than one person. If the context so requires, the singular shall be taken to mean and include the plural. 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, the mortgagor has executed this instrument the day and year first above written. If the mortgagor is a corporation, it has caused its name to be signed and its seal, it any, affixed by an officer or other person duly authorized to do so by order of its board of directors. Busto

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STATE OF OREGON, Cou This instrument was	acknowledged before me on Bur ton and april	Oct 4, 1994, Rax Burton
This instrument was	acknowledged before me on	, 19,
OFFICIAL SEAL DEBBIE K. BERGENER NOTARY PUBLIC - OREGON COMMISSION NO. 010929 MY COMMISSION EXFIRES DEC. 17, 1995	My commission expires.	Bargene Notary Public for Oregon 12-17-95

* IMPORTANT NOTICE: Delete, by lining cut, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable, and if the mortgagee is a creditor, as such word is defined in the Truth-In-Landing Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required dis-closures: For this purpose, use Stevent-Ness Form No. 1319 or equivalent.

31216

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of	Commonwealth	the <u>5th</u> day
of Oct A.D.,	1994 at 11:13 o'clock A	M., and duly recorded in Vol
of	Mortgages on P	age <u>31214</u> .
		Biehn County Clerk
FEE \$20.00	By 🕰	Douline Muleroloro
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