

89934

10-21-94A10-13 RCVD

MORTGAGE

Vol 1994 Page 32767

(SECURING WEATHERIZATION INSTALLMENT LOAN AGREEMENT)

THIS MORTGAGE is made this 29th day of SEPTEMBER, 19 94, by DALE A. & CORA C. WILKINSON ("Mortgagor"), whose address is 5355 HARLAN DR KLAMATH FALLS OR 97603, to THE WASHINGTON WATER POWER COMPANY, a Washington corporation doing business as WP NATURAL GAS ("Mortgagee"), whose address is E. 1411 Mission Spokane, WA 99202.

WITNESSETH, that in consideration of THREE HUNDRED EIGHTY EIGHT DOLLARS & 00/100 Dollars (\$ 388.00), Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee and its successors and assigns, that certain real property situated in County of KLAMATH, State of Oregon, described as follows, to-wit:

SEE ATTACHED

together with all and singular the buildings improvements, fixtures, tenements, hereditaments and appurtenances now or hereafter located thereupon or belonging or in anywise appertaining thereunto and all rents, issues and profits therefrom, including without limitation all proceeds of insurance and condemnation awards, TO HAVE AND TO HOLD unto Mortgagee and its successors and assigns forever.

Mortgagor is indebted to Mortgagee in a principal amount equal to the amount set forth above under the Weatherization Installment Loan Agreement(s) dated SEPTEMBER 29TH 1994 (the "Agreement(s)"). and this Mortgage shall secure the payment and performance of all indebtedness and obligations of Mortgagor presently existing or hereafter arising under the Agreement(s) and this Mortgage. The date of maturity of the indebtedness secured by this Mortgage is the date on which the last scheduled principal payment becomes due, to-wit: 10/29/96. If any payment under the Agreement(s) is not made within 15 days after its due date, Mortgagor agrees to pay a \$5.00 late charge.

Mortgagor agrees to pay before delinquency all taxes, assessments, charges, liens or encumbrances upon said premises. If Mortgagor shall fail to pay any taxes, charges, liens or encumbrances as provided above, Mortgagee may at its option do so, and any such payment shall become a part of the indebtedness secured by this Mortgage, and shall bear interest at the rate provided in the Agreement(s), without waiver of any other remedy of Mortgagee for failure by Mortgagor to perform its obligations hereunder.

NOW, THEREFORE, if Mortgagor shall pay all indebtedness (including all principal, interest and other amounts) and perform all obligations under the Agreement(s) and this Mortgage according to their terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure such payment and performance; it being agreed that upon a failure to pay or perform any such indebtedness or obligation when due, Mortgagee shall have the option to declare all indebtedness secured hereby immediately due and payable, without notice of any kind (which notice Mortgagor hereby waives), and this Mortgage may be foreclosed by Mortgagee at any time thereafter in the manner prescribed by law. Mortgagee shall have the right to become the purchaser at any foreclosure sale, whether public or private. Mortgagor agrees to pay all costs of Mortgagee to collect the indebtedness secured by this Mortgage and to foreclose this Mortgage, including without limitation title report and search costs, statutory costs and disbursements and reasonable attorney's fees, whether suit is brought or not. Any judgment shall bear interest at the maximum lawful rate.

In the event of any sale or transfer, whether voluntary or involuntary, of any part of said premises or any interest therein without Mortgagee's prior written consent, to the extent permitted by applicable law all indebtedness secured hereby shall become immediately due and payable, without notice of any kind to Mortgagor (which notice Mortgagor hereby waives).

This Mortgage shall bind the heirs, executors, administrators, successors and assigns of Mortgagor and inure to the benefit of Mortgagee and its successors and assigns.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

MORTGAGOR ACKNOWLEDGES RECEIPT
OF A COPY OF THIS MORTGAGE

MORTGAGOR

[Signature of Dale A. & Cora C. Wilkinson]

STATE OF OREGON

County of Klamath

ss.

This instrument was acknowledged before me on

October19 1994Dale A. Wilkinson and Cora C. Wilkinson

(SEAL)



OFFICIAL SEAL
GUDRIEN STRAUD
NOTARY PUBLIC - OREGON
COMMISSION NO. 013008
COMMISSION EXPIRES FEB. 05, 1995

Notary Public for Oregon

My commission expires: Feb 5, 1996

EXHIBIT A
LEGAL DESCRIPTION

A portion of Tract 26, HOMEDALE, situated in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Tract 26; thence North 43 degrees 30' West along the Northerly line of Harlan Drive a distance of 274.0 feet; thence North 46 degrees 30' East a distance of 59.2 feet to an iron pin; thence South 43 degrees 30' East a distance of 70.0 feet to an iron pin; thence South 89 degrees 15' East a distance of 90.7 feet to an iron pin on the Easterly line of said Tract 26; thence South 0 degrees 07' West along the Easterly line of said Tract 26 a distance of 194.3 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Klamath County by Warranty Deed recorded April 24, 1981 in Volume M81, page 7339, Microfilm Records of Klamath County, to wit:

Beginning at the Southeast corner of said Tract 26; thence North 43 degrees 30' West a distance of 13 feet; thence North 68 degrees 25' East a distance of 9.66 feet to the West right of way line of Homedale County Road; thence South 0 degrees 07' West a distance of 13 feet along the West right of way line of Homedale County Road to the point of beginning.

DALE & COLE WILKINSON
5355 HARLAN DR
KLAMATH FALLS, OR 97603
503 - 884-4396

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Washington Water Power Co the 21st day
of Oct A.D., 19 94 at 10:23 o'clock A M., and duly recorded in Vol. M94
of Mortgages on Page 32767

FEE \$15.00

Evelyn Biehn - County Clerk

By Dorothy M. Mendenhall

Return: Washington Water Power
Box 3727
Spokane, Wa. 99220