WPNG35 (9-91)

MORTGAGE

Vol. 195 Page_

(SECURING WEATH

THIS MORTGAGE is made this. 4TH day or AUGUST 10 95, by TRACY L. & KATHY BUILER 5423 CLENWOOD DR KLAMATH FALLS OR 978030 THEWASHINGTON WATERPOWER COMPANY. 2 Washington corporation doingly business as WP NATURAL GAS ("Mortgage"), whose address is 2. 1411 Mission. Spokane. WA 99202 WITNESSETH, that in consideration of TWENTY EIGHT HUNDRED FOUR DOLLARS & 32/100 liters (a 2804-32). Mortgager does hereby grant, bargain, sell and convey unto Mortgage and its successors and assigns, that certain real property situated in County of	(SECONING WEATHERIZATION INSTALLMENT LOAN AGREEMENT	")
Washington corporation doing huminess as WP NATURAL GAS ("Mortgageo"), whose address is	- KAITH DUILER	
that certain real property situated in County of KLAMATH LT 20 BLK 10 TRACT 1064 1ST.' ADD TO GATEWOOD together with all and singular the buildings, improvements, flatures, 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 Mortgage and its successors and assigns forever. Mortgagor is indebted to Mortgagee in a principal amount equal to the amounts set forth above under the Weatherization Installment Loan Agreement(s) dated AUGUST 4TH 19 5 (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 judebtedness secured by this Mortgage is the data-round the Hass scheduled principal payment becomes due to the window of the company of the payment under the Agreement(s) is not made within 15 days after its due date, Mortgagor agrees to pay before delinquency all taxes, assessments, charges, liens or encumbrances upon said premises. If 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 does, 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 washy and the premised of Mortgage for failure by Mortgage or and at its call to pay and taxes, date and the premised of 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 the indebtedness secured by this Mortgage and to foreclose this	Washington corporation doing business as WP NATURAL GAS ("Mortgages") when the WASHINGTON WATER POLY	
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Agreement(s) and this Mortgage. The date of maturity of the infebredness secured by this Mortgage is the zon which the last scheduled principal payment becomes due, to wit. 1970/100 If any payment under the Agreement(s) is not made within 16 days after its due date, Mortgagor agrees to pay a \$5.00 late charge. Mortgagor spees 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, Mortgage may at its option do so, and any such payment shall become a part of the indebtedness secured by this Mortgage, and shall be are interest at the rate provided in the Agreement(s), without waiver of any other remedy of Mortgage 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 active themselves that 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, Mortgage 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 Mortgage are may be forcelosed by Mortgage at any time thereafter in the manner prescribed by law. Mortgage shall have the right to become the purchaser at any foreclosure sale, whether public or private. Mortgagor agrees to pay all costs of Mortgage et accollect the indebtedness secured by this Mortgage and to foreclose this Mortgage, including without limitation tride 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, of any part of said premises or any interest therein w	including without limitation all proceeds of insurance and condemnation awards, TO HAVE AND TO HOLD unto successors and assigns forever.	profits therefrom, Mortgagee and its
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 the 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. IN WITNESS WHEREFOR, Mortgagor has executed this Mortgage the day and year first above written. MORTGAGOR ACKNOWLEDGES RECEIPT OFFICIAL SEAL PATHOLOGREON NOTARY PURLIC-	Agreement(s) and this Mortgage. The date of maturity of the indebtedness secured by this Mortgage is the date scheduled principal payment becomes due, to-wit 09/04/05. If any payment under the Agreement within 15 days after its due date, Mortgagor agrees to pay a \$5.00 late charge.	arising under the on which the last nt(s) is not made
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 Mortgager 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. Mortgager agrees to pay all costs of Mortgage to collect the indebtedness secured by this Mortgage and to foreclose this Mortgage agrees to pay all costs of Mortgage to collect the indebtedness secured by this Mortgage 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 Mortgage 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 OFFICIAL SEAL PATRICIAL SEAL PATRICIAL SEAL Vieldged before me on NOTARY PUBLIC-OREGON NOTARY PUBLIC-OREGON My commission expires: NOTARY PUBLIC-OREGON My commission expires: NOTARY PUBLIC OREGON My commission expires:	such payment shall become a part of the indebtedness secured by this Mortgage, and shall bear interest at the rat Agreement(s), without waiver of any other remedy of Mortgagee for failure by Mortgagor to perform its obligation.	ion do so, and any se provided in the ions hereunder.
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 STATE OF OREGON STATE OF OREGON OFFICIAL SEAL PATRICIA SEAL PATRICIA SEAL PATRICIA SEAL PATRICIA SEAL PATRICIA SEAL NOTARY PUBLIC-OREGON COMMISSION BUTTERS JUL. 30, 1999 TE OF OREGON: COUNTY OF KLAMATH: ss.	pay or perform any such indebtedness or obligation when due, Mortgagee shall have the option to declare all indebtedness or obligation when due, Mortgagee shall have the option to declare all indebtedness immediately due and payable, without notice of any kind (which notice Mortgagor hereby waives), and this foreclosed by Mortgagee at any time thereafter in the manner prescribed by law. Mortgagee shall have the right purchaser at any foreclosure sale, whether public or private. Mortgagor agrees to pay all costs of Mortgage indebtedness secured by this Mortgage and to foreclose this Mortgage including with the second control of the	upon a failure to otedness secured Mortgage may be at to become the see to collect the
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TE OF OREGON: COUNTY OF KLAMATH: ss. Notary Public for Oregon My commission expires: 7(30)99	PATRICIA A. SALVATI NOTARY PUBLIC-OREGION COMMISSION NO. 044342	, 19 5 by
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	d for record at request of	2/.+
Aug A.D., 19 95 at 2:07 o'clock P M., and duly recorded in Vol. M95 of Mortgages on Page 22846	o clock M., and duly recorded in \	24t ⁄oi
Parmetha C. I. C.	Bernetha G. Lausch, Co	unty Clerk