MORTGAGE

Vol. 795 Page 31050

(SECURING WEATHERIZATION INSTALLMENT LOAN AGREEMENT)

	THIS MORTGAGE is made this 26TH day of SEPTEN	4BER , 19 95 , by LESTER A. RIMER
	700 ROSEWAY DR. KLAMATH FALLS, OR	("Mortgagor"), whose address is
اجعه	Washington corporation doing business as WP NATURAL GAS (* Spokane, WA 99202	97601 to THE WASHINGTON WATER POWEER COMPANY, a Mortgagee"), whose address is E. 1411 Mission
	WITNESSETH, that in consideration of <u>SIXTEEN HUNDRED FORTY THREE DOLLARS & 74/100</u> Dollars (\$ 1643.74), 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 see
	W 11' OF LT 43, E 34' LT 44; E 34' LT 59, AND VACATED ALLEY ADJONT THERETO IN ROSELAWN A S/D OF BLK 70 BUENA VISTA ADD	
	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.	
	Installment Loan Agreement(s) dated SEPTEMBER 26TH, 19	95_ (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	
	within 15 days after its due date, Mortgagor agrees to pay a \$5.00	15
	Mortgagor agrees to pay before delinquency all taxes, as	sessments, charges, liens or encumbrances upon said premises. If
	Mortgagor shall fail to pay any taxes, charges, liens, or encumbran	ces 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, THEREFUKE, if Mortgagor shall pay all indebted	iness (including all principal, interest and other amounts) and
	perform all obligations under the Agreement(s) and this Mortg	age 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.	
	without Mortgagee's prior written consent to the extent permitten	r 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, admini	strators, successors and assigns of Mortgagor and inure to the
	benefit of Mortgagee and its successors and assigns.	and make to the
	IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.	
	MORTGAGOR ACKNOWLEDGES RECEIPT	MORTGAGOR /
	OF A COPY OF THIS MORTGAGE.	V Jetter (1) C
		E SISHS A. Fimer
	STATE OF OREGON	
	$\mathcal{L}_{\mathcal{A}} \rightarrow \mathcal{L}$) ss.	
	County of Dlamath)	
	This instrument was acknowledged before me on	Oct. 25 1995 by
	(SEAL) OFFICIAL SEAL	X X man y Change
	(SEAL) LYNN F. CUNNINGHAN NOTARY PUBLIC-OREGON	Notary Public for Oregon
	COMMISSION NO. 031227	My commission expires: 1-20 98
STATE	MY COMMISSION EXPIRES JAN. 20, 1998 OF OREGON: COUNTY OF KLAMATH: Ss.	
	of the King of the Control of the Co	
	or record at request of <u>Washington Water Power</u>	the 14th
of	November A.D., 19 <u>95</u> at <u>2:33</u>	o'clock PM., and duly recorded in Vol. M95
	of <u>Mortgages</u>	on Page31050
FEE	\$10.00	Bernetha G. Letsch, County Clerk
	Ψ±0.00	By Connette Muelly