

# MORTGAGE

## (SECURING WEATHERIZATION INSTALLMENT LOAN AGREEMENT)

THIS MORTGAGE is made this 17th day of September, 19 96, by Larry Toothman & Darleta ("Mortgagor"), whose address is 246 Soquel St Klamath Falls Or 97601 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 Four Hundred Four Dollars & 08/100 Dollars (\$ 404.08), 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:

Lt 4 Blk 49 Buena Vista Deed #M77-21472

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 17th, 19 96 (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 10/17/98. 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.

STATE OF OREGON )

County of Klamath ) ss.

This instrument was acknowledged before me on

MORTGAGOR

Larry D. Toothman  
Darleta C. Toothman  
OFFICIAL SEAL  
DAVID L. DE SEMPLE  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 052483  
MY COMMISSION EXPIRES MAR. 25, 2000

SEPTEMBER 23 19 96 by

(SEAL)

Notary Public for Oregon

My commission expires: MARCH 25, 2000

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Return: P.O. Box 3727

Spokane, Wa. 99220

Filed for record at request of Washington Water Power the 14th day of October A.D., 19 96 at 1:44 o'clock P.M., and duly recorded in Vol. M96, of Mortgages on Page 32445.

Bernetha G. Letsch County Clerk

By Kathleen Ross

FEE \$10.00

96 OCT 14 P 1:44