

NO

27374

96 OCT 28 AM 1:56 Vol. m96 Page 33915

## MORTGAGE

Whittle ConstructionP. O. Box 1488Medford, Or. 97501

Mortgagor's Name and Address

Harold C. Munson4568 CloudcrestMedford, Or. 97504

Mortgagee's Name and Address

After recording, return to (Name, Address, Zip):

Whittle ConstructionP. O. Box 1488Medford, Or. 97501SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_, Deputy.

MTC 30742

WITNESSETH, That Gary T. Whittle DBA WHITTLE CONSTRUCTION

\_\_\_\_\_, mortgagor, in consideration of Fifty thousand and no/100 Dollars (\$ 50,000.00), to mortgagor paid, does hereby grant, bargain, sell and convey unto THE MUNSON LIVING TRUST, Harold C. Munson, Trustee & A.E. Munson, Trustee, mortgagee, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 11, Block 63, Buena Vista Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in any way appertaining, and to have and to hold the premises with the appurtenances, unto the mortgagee, and mortgagee's heirs and assigns forever.

This mortgage is intended to secure the payment of one (813806) promissory note(s), in substantially the following form(s):



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: ~~xxxxxxxxxxxxxxxxxxxxxx~~ one hundred twenty days after receipt of check.

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

- (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.

Now, if the sum of money due upon the note(s) and this mortgage shall be paid according to the agreement herein expressed, this conveyance shall be void. In case default shall be made in payment of the principal or interest or any part thereof as above provided, then the mortgagee or mortgagee's personal representatives, successors or assigns may foreclose the mortgage and sell the premises with each and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the principal, interest, attorney fees, and costs as provided in the note(s), together with the costs and charges of making such sale and the surplus, if there be any, pay over to the person(s) entitled thereto, as such interest(s) may appear.

**WARNING:** Unless mortgagor provides mortgagee with evidence of insurance coverage as required by the contract or loan agreement between them, mortgagee may purchase insurance at mortgagor's expense to protect mortgagee's interest. This insurance may, but need not, also protect mortgagor's interest. If the collateral becomes damaged, the coverage purchased by mortgagee may not pay any claim made by or against mortgagor. Mortgagor may later cancel the coverage by providing evidence that mortgagor has obtained property coverage elsewhere. Mortgagor is responsible for the cost of any insurance coverage purchased by mortgagee, which cost may be added to mortgagor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date mortgagor's prior coverage lapsed or the date mortgagor failed to provide proof of coverage. The coverage mortgagee purchases may be considerably more expensive than insurance mortgagor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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 foreclosure.

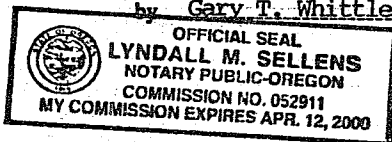
Dated 9-11-, 1996

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable, and if the mortgagee is a creditor, so each word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures. For this purpose, use Screen-1-Nice Form No. 1219 or equivalent.

*Gary T. Whittle*  
 Gary T. Whittle DBA Whittle Construction

STATE OF OREGON, County of Jackson ss.

This instrument was acknowledged before me on September 11, 1996,  
 by Gary T. Whittle DBA Whittle Construction



*Lyndall M. Sellens*  
 Notary Public for Oregon  
 My commission expires 4-12-2000

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 28th day  
 of October A.D., 19 96 at 11:56 o'clock A. M., and duly recorded in Vol. M96,  
 of Mortgages on Page 33915

Bernetha G. Letsch County Clerk

By

*Kathleen Ross*

FEE \$15.00