## WPNG35 (9-81)

19,0

## MOETGAGE (SECURING WEATHERIZATION INSTALLMENT LOAN AGREEMENT)

4.144 Summers In Klamath Falls OR 97:403 to THE WASHINGTON WATER POWERCOMPANY, a Washington corporation doing business as VP NATURAL GAS (Mortgagee), whose address is E. 1411 Mission Spokane, WA 99:202  WINDESSETH, that in consideration of Thirty One Hundred Two Dellars & 56/100  Dollars (5		THIS MORTGAGE is made this 17th day of	September , 19 96 , by Lee R Wright &
Spikkane, WA 95020  Spikkane, WA 95020  Withesseth, that in consideration of Thirty On: Hundred Two Pollars & 55/100  Dollars (5 a 102.55		4144 Summers Ln Klamath Falls OP O	2/02 ("Mortgagor") whose add
that certain real property situated in Councy of Maria Bargan, sell and convey unto Mortgage and its successors and assigns.  TWP 39 Ringe 9, Blk sec 10 sel/4 sel/4  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 ell rents, issues and profits therefrom, including without limitation all proceeds of finarrance and condennation awards, TO HAVE AND TO HOLD into Mortgages and its successors and assigns forever.  Mortgagor is inducted to Mortgage in a principal amount equal to the amount set forth above under the Westell Secretary and the Mortgage. The date of maturity of the indebtedness caucured by this Mortgage is the date on which the head scheduled principal payment becomes due, to wit. 10/12/06. — If any payment under the Agreement(s) is not made scheduled principal payment becomes due, to with 15 days after its due date, Mortgagor urgers to pay a 5200 late charge.  Mortgagor agrees to pay before delineuency all taxes, i.e. essements, charges, liens or encumbrances supon said premises. If Mortgagor shall fail to pay any taxes, charges, liens, or encumbrances as provided above, Mortgagor to perform its obligations hereunder. Now, TERREFORE, if Mortgagor en en edy of Mortgago for failure by Mortgagor to perform its obligations hereunder. Now, TERREFORE, if Mortgagor en end of this Mortgag to so cerus each payment shall be come a pair of the indebtedness (Including all principal, Interest and there are provided in the Agreement(s), without waiver of any other ene dey of Mortgago for failure by Mortgagor to perform its obligations hereunder. Now, TERREFORE, if Mortgagor shall pay all indebtedness (Including all principal, Interest at the rear temporal obligations under the Agreement(c) and this Mortgage shall have the right to be come to hereby immediately due and payable, without notice of any kind (which notice Mortgagor herby maves), and this Mortgagor is a se		Washington corporation doing business as V/P NATURAL G/ Spokane, WA 99202	LE ("Mortgagee"), whose address isE. 1411 Mission
TWP 39 Ringe 9, Blk sec 10 sel / 4 sel / 4  together with all and singular the building; improvements, fixtures, tenements, hereditaments and appurtenances now or hereafter located thereupon or belonging 0.1 in anywise appertaining thereunts and all rents, issues and profits therefrom, including without limitation all proceeds of liniurance and condomination awards, TO HAVE AND TO HOLD unto Mortgages and its meditation assigns forever.  Mortgagor is indebted to Mortgages: in a principal amount equal to the amount set forth above under the Weatheritation Installment Loan Agreement(s) dated September 17th, 19 So., (the "Agreement(s)"), and this Mortgage shall secure the Agreement(s) and this Mortgage; the date of naturity of the indebtedness secured by this Mortgage is the date on which the last schedule principal payment becomes due, to wit. 10/17/06		WITNESSETH, that in consideration of Thirty O (\$3102.56). Mortgagor close by why was a beginning to the constant of t	ne Hundred Two Dollars & 56/100
TWP 39 Ringle 9, Blk sec 10 sel/4 sel/4  together with all and singular the building; improvements, fixtures, tenements, hcreditaments and appurtenances now or hereafter located thersupon or belonging or in anywise appertaining therounts and all rents, issues and profits therefrom, including without limitation all proceeds of Linuances and condemnation awards, TO BLAVE AND TO BLOD unto Mortgages and its metalian assigns forever.  Mortgages is indebted to Mortgage: in a principal amount equal to the amount set forth above under the Weatheritation Installment Loan Agreement(s) dated September 17th. 10 36. (the 'Agreement(s')), and this Mortgage shall secure the Agreement(s) and this Mortgage. The date of inaturity of the ind bettedeness secured by this Mortgage is the date on which the last schedule principal payment becomes due, to wit. 10/17/16. If any payment under the Agreement(s) is not made within 15 days after its due date, Mortgage or grees to pay before delinquency all taxes, accessments, charges, liens or encumbrances upon said premises. If Mortgages regaled principal payment becomes due to the delinquency all taxes, accessments, charges, liens or encumbrances upon said premises. If Mortgages results and the Mortgage and sellable are interest at the rate provided in the Agreement(s), without waiver of any other rem edy of Mortgages for failure by Mortgage, and chall bear interest at the rate provided in the Agreement(s), without waiver of any other rem edy of Mortgages for failure by Mortgage in the interest at the rate provided in the Agreement(s), without waiver of any other rem edy of Mortgages for failure by Mortgage and this bear interest at the rate provided in the Nortgage and colored and the second and colored and the second and t		that certain real property situated in County of Kl	ain, sell and convey unto Mortgagee and its successors and assigns
together with all and singular the building; 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 incurance and condomination awards, 70 HAVE AND TO HOLD unto trigagee 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 Septiember 17th. 19 36. (the "Agreement(s)"), and this Mortgage is the date of maturity of the indebtedness accured by this Mortgage is the date on which the last scheduled principal payment becomes due, to wit. 10/17/16. If only appment under the Agreement(s) and this Mortgage. The date of maturity of the indebtedness accured by this Mortgage is the date on which the last within 15 days after its due date, Mortgagor it reset to pay a \$5.00 late charge.  Mortgagor shall fall to pay any taxes, charges, lik na, or encumbrances as provided above, Mortgagoe any object on the made within 15 days after its due date, Mortgago, it is a consumer to the indebtedness accured by this Mortgago, and shall bear interest at the rate provided in the Agreement(s), without waiver of any other renedy of Mortgage to by Mortgagor to perform may be prioring the prioring and prioring and prioring linear the rate provided in the Nortgago and the state of the prioring and the p		TWP 39 Rnge 9, Blk sec 10 set /4 cet /4	, State of Oregon, described as follows, to-wit:
including without limitation all proceeds of finance and condemnation awards, TO BAVE AND TO BHOLD 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(a) dated September 17th, 10.96 (the "Agreement(a)"), and this Mortgage and secure the Agreement(a) and this Mortgage. But did seed of inacturity of the indebtedness secured by this Mortgage is the date on which the last scheduled principal payment becomes due, to wit. 10/17/106 If any payment under the Agreement(a) is not made scheduled principal payment becomes due, to wit. 10/17/106 If any payment under the Agreement(a) is not made within 16 days after its due date, Mortgagor it grees to pay a \$5.00 late charge.  Mortgagor agrees to pay before delinquency all taxes, 2x essensets, charges, liens or encumbrances upon said premises. If Mortgagor shall flat to pay any taxes, charges, liens, or encumbrances as provided above, Mortgagee may at its option doso, 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(a), without waiver of any other ren. edy of Mortgagee for failure by Mortgage to perform its obligations increased. NOW, TIEREFORE, If Mortgago shall pay all indebted dates (including all principal, interest and other amounts) and perform all obligations under the Agreement(a) and this Mortgage is according to their terms, this conveyance shall the payment in full force as a mergue 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 and ball have the option to declare all indebtedness or any such indebtedness or obligation when due, Mortgage and payable, without notice of any idan (which notice Mortgagor haveby waives), and this Mortgage may be fore closed by Mortgages at any time thereafter in the manner presc	- 33		
including without limitation all proceeds of finance and condemnation awards, TO BAVE AND TO BHOLD 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(a) dated September 17th, 10.96 (the "Agreement(a)"), and this Mortgage and secure the Agreement(a) and this Mortgage. But did seed of inacturity of the indebtedness secured by this Mortgage is the date on which the last scheduled principal payment becomes due, to wit. 10/17/106 If any payment under the Agreement(a) is not made scheduled principal payment becomes due, to wit. 10/17/106 If any payment under the Agreement(a) is not made within 16 days after its due date, Mortgagor it grees to pay a \$5.00 late charge.  Mortgagor agrees to pay before delinquency all taxes, 2x essensets, charges, liens or encumbrances upon said premises. If Mortgagor shall flat to pay any taxes, charges, liens, or encumbrances as provided above, Mortgagee may at its option doso, 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(a), without waiver of any other ren. edy of Mortgagee for failure by Mortgage to perform its obligations increased. NOW, TIEREFORE, If Mortgago shall pay all indebted dates (including all principal, interest and other amounts) and perform all obligations under the Agreement(a) and this Mortgage is according to their terms, this conveyance shall the payment in full force as a mergue 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 and ball have the option to declare all indebtedness or any such indebtedness or obligation when due, Mortgage and payable, without notice of any idan (which notice Mortgagor haveby waives), and this Mortgage may be fore closed by Mortgages at any time thereafter in the manner presc	=	together with all and singular the buildings improve	
Mortgagos is indebted to Mortgage: in a principal amount equal to the amount set forth above under the Weatherization Installment Loan Agreement(s) dated September 17th., 10.96. (the "Agreement(s)"), and this Mortgage is the date of the payment and performance of all indebtedness and obligations of Mortgagor presently existing or hereafter arising under the Agreement(s) and this Mortgage is the date on which the last scheduled principal payment becomes due, to wit. 10/17/16. If any payment under the Agreement(s) and this Mortgagor agrees to pay before delinquency all taxes, as essments, charges, liens or encumbrances upon said premises. If Mortgagor agrees to pay a payment becomes qualified in indebtedness secured by this Mortgage, and shallbear interest at the rate provided in the Agreement(s), without waiver of any other rem edy of Mortgage io reliative by Mortgagor to perform its algalations hereunder. Now, TITEREFORE, 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 pyment and performance; it being agreed that upon a failure to pay or perform any such indebtedness ooldige tion when due, Mortgage shall have the option to declare all indebtedness secured hereby immediately due and payable, without notice of any kind (with notice Mortgagor hereby waives), and this Mortgage may be foreclosed by Mortgage at a ray time thereafter in the manner prescribed by law, Mortgages shall have the right to become the indebtedness secured by this Mortgage and any sole of transfer, whether public or private. Mortgagor agrees to pay all costs of Mortgages may be foreclosed by Mortgage and any sale or transfer, whether public or private. Mortgagor agrees to pay all costs of Mortgage may be foreclosed by Mortgage and any sale of the private Mortgagor hereby waiters.  In the event of any sale		hereafter located thereupon or belonging or in anywise applications without limitation of the state of the st	, fixtures, tenements, hereditaments and appurtenances now or pertaining thereunto and all rents issues and appurtenances.
Installment Loan Agreement(s) dated Split mbor 17th., 10 96. (the 'Agreement(s)'), and this Mortgage shall secure the payment and performance of all indebtedners and obligations of Mortgagor presently existing or hereafter arising under the Agreement(s) and this Mortgage. The date of inaturity of the indebtedness secured by this Mortgage is the date on which the last scheduled principal payment becomes due, to wit. 1017/17/6.  Mortgagor aparker to due date, Mortgagor agrees to pay a \$5.00 late charge.  Mortgagor shall fall to pay any taxes, charges, lica, or encumbrances as provided above, Mortgages was at its option do so, and any such payments shall become a part of the indebt edness secured by this Mortgage, and shall bear interest at the rate provided in the Agreement(s), without waiver of any other rene doy of Mortgages of the mortgage of the payments and become a part of the indebt edness secured by this Mortgage and shall bear interest at the rate provided in the NOW, THEREFORE, if Mortgagor shall pay all indebtedness (including all principal, interest and the ramounts) and perform all obligations under the Agreement(s) and this Mortgage are 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 payor perform any such indebtedness or obligation when due, Mortgages shall have the option to declare all indebtedness secured hereby immediately due and payable, without notice of anylaid (without Mortgages hall have that upon a failure to proform any such indebtedness or obligation when due, Mortgages as apid was wards), and this Mortgage may be foreclosed by Mortgages at any time thereafter in the manner prescribed by law. Mortgages hall have that upon a failure to purchaser at any foreclosure sale, whether public or private. Mortgages are pay all costs of Mortgages to pay all costs of Mortgages and to foreclose this Mortgage are provided above written at the maximum lawful r		successors and assigns foreign	demnation awards, TO HAVE AND TO HOLD unto Montage Tree from,
payment and performance of all indebtedness and obligations of Mortgagor presently existing or hereafter arising under the Agreement(a) and this Mortgage shall seecure the Agreement(b) and this Mortgage in the debtedness and obligations of Mortgagor presently existing or hereafter arising under the Agreement(a) and this Mortgage. The date of inaturity of the indebtedness secured by this Mortgage is the own which the last scheduled principal payment becomes due, to wit. 110/17/16. It any payment under the Agreement(b) is not made within 15 days after its due date, Mortgagor agrees to pay a 550 oil atte charge.  Mortgagor agrees to pay before deline, unercy all taxes, 12-essments, charges, liens or encumbrances upon said premises. If Mortgagor shall fall to pay any taxes, charges, liens, or encumbrances as provided above, Mortgage and the 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 ren-edy of Mortgages for failure by Mortgagor to perform its obligations hereunder.  NOW, THERFORE, I Mortgagor shall pay all indebtedness (including all principal, Interest and other amounts) and perform all obligations under the Agreement(c) and this Mortga is according to their terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgug to secure such payment and performance; it being agreed that upon a failure to pay or perform any such indebtedness or obligation when due, Mortgages chall have the option to declare all indebtedness secured hereby immediately due and payable, without notice of any kind (which notice Mortgagor hereby walves) and this Mortgage and at price methods 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 to fortgage and to fortgage and to fortgagor and to such a statutory costs and disbursements and reasonable at	<u></u>		
Agreement(s) and this Mortgage the date of inaturity of the ind obtedness secured by this Mortgage is the date on which the last scheduled principal payment becomes due, to wit. 10/17/06. 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 defore deline, unercy all taxes, the same secured by this Mortgage may at its option do so, and any such payment shall be come 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 renedy of Mortgage to allure 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(c) and this Mortga ge according to their terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgu, eto secure such purment and performance; it being agreed that upon a failure to pay or perform any such indebtedness or obligation when due, Mortgages shall have the option to declare all indebtedness accured hereby immediately due and payable, without notice of any idea (which notice Mortgages shall have the option to declare all indebtedness secured by this Mortgage at any time thereafter in the manner prescribed by law. Mortgages are all the right to become the purchaser at any forcelosure sale, whether public or private. Mortgagor agrees to pay all costs of Mortgage may be forcelosed by Mortgage at any time thereafter in the manner prescribed by law. Mortgage shall be the right to become the indebtedness secured by this Mortgage and to forcelose this Mortgage and to green the right to become the indebtedness secured by this Mortgage and to forcelose this Mortgage in clouding without limitation title report and search costs, statutory costs and disbursements and reasonable attorney's fees, whether suit is brought or not. Any judgment shal	~	Installment Loan Agreement(s) dated Sentember 17th	ount equal to the amount set forth above under the Weathering
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within 15 days after its due date, Mortgagor arrees to pay a \$5.00 late charge.  Mortgagor agrees to pay before delinquency all taxes, c.s. essments, charges, liens or encumbrances upon said premises. If Mortgagor shall fail to pay any taxes, charges, liens, or encumbrances as provided above, Mortgagor may at its option do so, and any such payment shall become a part of the indebt edness secured by this Mortgago, and shall bear interest at the rate provided in the Agreement(s), without walver of any other remedy of Mortgagos 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 Mortgago es occording to their terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgue to secure such payment and performance; the long agreed that upon a failure to payor perform any such indebtedness or obligation when due, Mortgagoe shall have the option to declare all indebtedness secured have been preformed and payable, without notice of any kind (vitile notice Mortgagor hereby walves), and this Mortgago may be forcelosed by Mortgagoe at any time thereafter in the manner prescribed by law. Mortgagoe may be the purchaser at any forcelosure sale, whether public or private. Mortgagor agrees to pay all costs of Mortgagoe to collect the indebtedness secured by this Mortgage and to forcelose this Mortgage, including without limitation title report and search costs, statutory costs and disbursements and reasonable attorney's fees, vhether suit is brought or not. Any judgment shall bear interest at the maximum lawful rate.  In the event of any sale or transfer, whe her voluntary or involuntary, of any part of said premises or any interest therein without Mortgagoe's prior written consent, to the extent permitted by applicable law all indebtedness secured hereby shall become immediately due and payable, without notice of cray kin	٠٠,		Carried Capillip Or horoston!
Mortgagor agree to pay before deline quency all taxes, cx.essments, charges, lions or encumbrances upon said premises. If Mortgagor shall fail to pay any taxes, charges, lions, or encumbrances as provided above. Mortgagor may at its option do so, and any such payment shall become a part of the indebtedness secured by this Mortgage, and shallbear interest at the rate provided in the Agreement(s), without waiver of any other remedy of Mortgages 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 Mortga go 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 deter 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 as 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 Mortgage earch 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, whe her 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 accured hereby shall become immediately due and payable, without notice of any kind to Mortgagor and assigns of Mortgagor and inure to the benefit of Mortgagee and its successors and assigns.  OFFICIAL SEAL  OFFICIAL SEAL  OFFICIAL SEAL  OFFICIAL SEAL  OFFICIAL SEAL  OFFICIAL		scriedured principal payment becomes due to mit 10/17/6	this Morrgage is the date on which the tare
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Agreement(s), without waiver of any other ren.edy of Mortgages for failure by Mortgage and shallbear interest at the rate provided in the Agreement(s) without waiver of any other ren.edy of Mortgages for failure by Mortgages to perform its obligations hereunder. NOW, THEREFORE, if Mortgages shall pay all indebtedness (including all principal, interest and other amounts) and perform all obligations under the Agreement(s) and this Mortga ge according to their terms, this conveyance similable void, but otherwise shall remain in full force as a mortgu; to secure such payment and performance; it being agreed that upon a failure to pay or perform any such indebtedness or obligat ton when due, Mortgages shall have the option to declare all indebtedness secured hereby immediately due and payable, without notice of any kind (which notice Mortgages hall whose), and this Mortgage may be foreclosed by Mortgage at any time thereafter in the manner prescribed by law. Mortgages shall have the right to become the purchaser at any foreclosure sale, whether public or private. Mortgager agrees to pay all costs of Mortgages 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, whe her voluntary or involuntary, of any part of said premises or any interest therein without Mortgages's prior written consent, to the extent permitted by applicable law all indebtedness secured hereby shall become immediately due and payable, without notice of tray kind to Mortgage and in interest therein immediately due and payable, without notice of tray kind to Mortgages and assigns of Mortgage and inure to the benefit of Mortgage shall bind the heirs, executors, administrators, successors and assigns of Mortgage and inure to the Deficial Seal.  OFFICIAL SEAL  OFFICIAL		MORESON DOTAGE to march of the state of the	
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\$10.00 Bernetha G. Letsch County Clerk		n ·	arnotha C I