65512

Vol. mgg Page 32099

MORTGAGE VOL M98 PO (SECURING WEATHERIZATION INSTALLMENT LOAN AGREEMENT)

	("Mortgagor"), whose address is
1864 ETNA ST KLAMATH FALLS,	OR. 97603 to THE WASHINGTON WATER POWEER COMPANY a
Washington corporation doing business as WP NATUR	AL GAS ("Mortgagee"), whose address is E 1411 MTSSION
SPOKANE, WA 99202	
WITNESSETH that in consideration of This	rteen hundred eighty six dollars & 68/190 Mars
(\$ 1386.68) Morraggor does hereby gran	it, bargain, sell and convey unto Mortgagee and its successors and assigns,
that certain real property situated in County of KL	
and coreast real property situated in County of	AMATH State of Oregon, described as follows, to-wit:
LT 2 BLK 7 PLEASAND VIEW TRAC	TS
,	
together with all and singular the buildings, improve	ements, fixtures, tenements, hereditaments and appurtenances now or
hereafter located thereupon or belonging or in anyw	use appertaining thereunto and all rents, issues and profits therefrom
including without limitation all proceeds of insurance a	and condemnation awards. TO HAVE AND TO HOLD unto Mortgagee and its
successors and assigns forever.	
Mortgagor is indebted to Mortgagee in a princ	ipal amount equal to the amount set forth above under the Weatherization
Installment Loan Agreement(s) dated AUGUST 20	th 19 98 (the "Agreement(s)"), and this Mortgage shall secure the
payment and performance of all indebtedness and ob	oligations 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_0	9/20/08 . If any payment under the Agreement(s) is not made
within 15 days after its due date, Mortgagor agrees to p	pay a \$5.00) late charge.
Mortgagor agrees to pay before delinquency al	ll taxes, assessments, charges, liens or encumbrances upon said premises. If
Mortgagor shall fail to pay any taxes, charges, liens, or er	ncumbrances as provided above, Mortgagee may at its option do so, and any
such payment shall become a part of the indebtedness s	secured by this Mortgage, and shall bear interest at the rate provided in the
Agreement(s), without waiver of any other remedy of M	dortgagee for failure by Mortgagor to perform its obligations hereunder
NOW, THEREFORE, if Mortgagor shall pay al	l indebtedness (including all principal, interest and other amounts) and
perform all obligations under the Agreement(s) and the	his Mortgage according to their terms, this conveyance shall be void, but
otherwise shall remain in full force as a mortgage to sec	ure such payment and performance; it being agreed that upon a failure to
pay or perform any such indebtedness or obligation whe	n due. Mortgagee shall have the option to declare all indebtedness secured
hereby immediately due and payable, without notice of a	iny kind (which notice Mortgagor hereby waives), and this Mortgage may be
foreclosed by Mortgagee at any time thereafter in the i	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 attor	ney's fees, whether suit is brought or not. Any judgment shall bear interest
at the maximum lawful rate.	Same of the second of the seco
	luntary or involuntary, of any part of said premises or any interest therein
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