

70188

WP10128 (2-91)

MORTGAGE

(SECURING WEATHERIZATION INSTALLMENT LOAN AGREEMENT)

Vol. M98 Page 42614THIS MORTGAGE is made this 9TH day of November 98, by MICHAEL E GOUETTE

3533 GRINADA WY KLAMATH FALLS OR 97603 ("Mortgagor"), whose address is
Washington corporation doing business as WP NATURAL GAS ("Mortgagee"), whose address is
Spokane, WA 99202 E. 1411 MISSION

WITNESSETH, that in consideration of TWENTY EIGHT HUNDRED FIFTY EIGHT DOLLARS & 32/100
(\$ 2858.32), 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:
SUNSET VILLAGE 4TH ADD, BLK 5 LT 12

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 November 98, 19 98 (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: 12/09/03. 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

MORTGAGOR

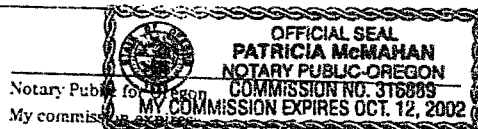
Michael E. Gouette11/11/98

STATE OF OREGON

County of Klamath ss.

This instrument was acknowledged before me on November 11, 19 98 by
Patricia Mc Mahan

(SEAL)



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Washington Water Power the 20th day
 of November A.D., 19 98 at 2:30 o'clock P. M., and duly recorded in Vol. M98,
 of Mortgages on Page 42614.

Return: WWP

FEE \$10.00

P.O. Box 3727
 Spokane, Wa. 99220-3727

By Bernetha G. Letsch, County Clerk
Kathleen Ross