

A-25266

87-00570

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MORTGAGEVol. 13 Page 690

CARL W. CAMPBELL and BETTY F. CAMPBELL, husband and wife, and
 DANNY L. CAMPBELL and CONNIE L. CAMPBELL, HUSBAND AND WIFE AS TO Parcel II, County
 of Clackamas as shown on Exhibit A. Page 2, attached hereto. hereinafter
 designated as Mortgagor, whether singular or plural, (and which term shall also include the successors
 in interest of the Mortgagor) hereby mortgages to SHERWOOD & ROBERTS, INC.

herein designated as Mortgagee, the property consisting of the real estate herein described, together with
 all improvements thereon and appurtenances thereto, including all elevators and elevator machinery, wall
 beds, and other beds affixed to or used in connection with the building, shades, screens, boilers, water
 heaters, furnaces, oil burners, stokers, thermostats, controls and ventilating, plumbing, lighting, heating,
 cooking, cooling, watering, irrigating and refrigerating equipment and appliances now or hereafter install-
 ed or placed in, located upon or used in connection with said premises by the Mortgagor or any succe-
 sor to Mortgagor's interest in said premises, and including party walls, waters and water rights and ease-
 ments, if any, on any side of said premises, and the agreements and rights of the Mortgagor, in respect
 of such party walls, easements, rights and agreements, all of which shall be deemed a part of the real
 estate, together with all interest and estate in such property that the Mortgagor may hereafter acquire and
 all the rents, issues and profits of said property commonly described as the following property in the
 counties of Lane, Yamhill, Clackamas and Klamath, State of Oregon, and in the
 county of Kootenai, State of Idaho.

As described on Exhibit A. Pages 1, 2, and 3, attached hereto and by
 reference made a part hereof.

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See Exhibit C. attached hereto, and by this reference thereto incorporated
 herein.

Mortgagors agree to comply with all of the terms and conditions of each and all
 of the leases to which the mortgaged premises, or any of them, are subject, to enforce
 or secure the performance of each and every obligation, condition and agreement of said
 leases by each of the lessees to be performed, and not to cancel or modify the terms of
 any of said leases or to anticipate the rents thereunder.

This mortgage is given to secure the payment of the sum of THREE HUNDRED THIRTY FIVE THOUSAND AND NO/100 (\$335,000.00) Dollars

principal, and such additional sums as are evidenced by a promissory note of the Mortgagor of even date
 herewith payable to the order of the Mortgagee, with interest thereon from date hereof at the rate and
 payable at the time and place and in the manner and amount set forth in the promissory note. The due
 date of the last payment, being February 1, 1985, shall be the date of maturity
 of this mortgage; and this mortgage shall secure any and all future advances that may hereafter be made.

The Mortgagor covenants as follows:

1. That the above described mortgaged property is not used principally for agricultural or farming purposes.
2. That Mortgagor is the owner in fee simple of the premises; each mortgagor has good right, power and
 authority to convey and mortgage the same and will forever warrant and defend the lien and priority
 of this mortgage against the lawful claims of all persons; that each mortgagor will pay the note accord-
 ing to the terms thereof; that Mortgagor will not suffer or permit the mortgaged property to be maintained
 or used in violation of any laws, municipal ordinances or regulations; that the mortgaged property will
 not become subject to any lien or encumbrance which threatens the validity or priority of this mortgage;
 that during the continuance of this mortgage Mortgagor will neither cause nor suffer waste of any part
 of the mortgaged property.

DUPLICATE ORIGINAL

MORTGAGE
 Page 1.

3. That Mortgagor will keep the improvements upon such property constantly insured for the benefit of the Mortgagee against fire and all other hazards and risks, including war risks, required by the Mortgagee in such manner and amounts and in such companies and under policies in form approved by Mortgagee and cause all policies and renewals thereof, together with receipts showing payment of the premium therefor, to be deposited with the holder of this mortgage at least thirty days prior to the expiration of any existing insurance; that Mortgagor will pay all premiums upon any life insurance policy which may be held by the Mortgagee as additional security for the debt herein referred to;
4. That Mortgagor will pay all taxes and assessments now or hereafter levied upon or charged against the mortgaged property or on account thereof and exhibit to the holder of this mortgage official receipts showing payment thereof ten days before the due date thereof, or of the first installment, of such taxes and assessments; Mortgagee shall be the sole judge of the legality and validity of any tax, lien or charge and official receipts therefor shall be conclusive evidence of the payment, amount and validity thereof unless Mortgagor in good faith is diligently contesting the same and shall have indemnified the Mortgagee thereof to its satisfaction.
5. That the property is free from encumbrances except a prior mortgage(s) on the property above described as follows:

As described on Exhibit B. attached hereto and by reference made a part hereof.

The Mortgagor further covenants that all payments due on the prior mortgage(s) are current and the Mortgagee covenants and agrees to make all payments required on said prior mortgage(s) pursuant to the terms thereof. The Mortgagor grants Mortgagee the right to inform all prior Mortgagees of the existence of this mortgage and the right to request prior Mortgagees for notification in the event of default on said mortgage(s).

6. That the Mortgagor shall pay to Mortgagee at the time of and in addition to the regular installments of principal and interest payable under the terms of said note a proportion of the taxes and insurance premiums estimated by the Mortgagee next to become due so that thirty days before the due date thereof, or of the first installment thereof, Mortgagee will have on hand an amount sufficient to pay the next maturing taxes and insurance premiums. The amount of the additional payment to be made on account of taxes, assessments and insurance premiums shall be adjudged annually or more frequently as Mortgagee deems necessary and any deficit shall be immediately paid by Mortgagor upon request and any surplus shall be credited on the mortgage account. Subsequent payments on account of taxes, assessments and insurance premiums shall be made in accordance with the next estimate by the Mortgagee of annual requirements. Moneys paid to Mortgagee on account of taxes, assessments or insurance premiums shall not bear interest and, in the event of default of the Mortgagor, Mortgagee at its option may apply any moneys in this account to any part of the debt secured hereby.
7. That Mortgagor will complete all buildings in the course of construction or to be constructed within eight months from the date hereof.
8. In any suit to foreclose this mortgage, or in any suit or proceeding in which the Mortgagee is obliged to defend or protect the lien hereof, or in which Mortgagee is a party and the above described real property or any part thereof is the subject matter thereof, including suits to quiet title or for condemnation or partition of the whole or part of said property, or any interest therein, Mortgagor agrees to pay Mortgagee all costs and a reasonable attorney's fee, including all such costs and reasonable attorneys' fees incurred in any appeal taken therefrom to any appellate court, and further agree to pay such reasonable costs of searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or defending the same, or participating in any suit or proceeding above referred to, which sum shall be secured hereby and included in any decree of foreclosure. In the absence of any such suit or proceeding and in case of default, Mortgagor agrees to pay such necessary expenses, including reasonable attorneys' fees, incurred by Mortgagee in making collection of delinquent payments or curing any other default. Acceleration of maturity once claimed hereunder by Mortgagee, may, at the Mortgagee's option, be set aside.

It is further agreed and covenanted between the parties as follows:

That if the Mortgagor defaults in any of the covenants or agreements contained herein, or in said note, then the Mortgagee may perform the same, and all expenditures made by the Mortgagor in so doing shall draw interest at the highest rate allowed by law and shall be repayable by the Mortgagor to the Mortgagee on demand, and, together with interest and cost accruing thereon, shall be secured by this mortgage, and the Mortgagee may, at its option, sue to collect all or any part of the aforementioned expenditures without foreclosing its mortgage and without affecting its right to foreclose its mortgage at any future time; in any such suit, Mortgagor agrees to pay all costs and a reasonable attorney's fee, including all such costs and

COUNTY OF LANE, STATE OF OREGON

Parcel I Beginning at the most Northerly corner of Lot 4, Block 14, SIXTH ADDITION TO BAR - M RANCH SUBDIVISION, as platted and recorded in Book 44, Page 12, Lane County Oregon Plat Records; thence South $45^{\circ} 42' 25''$ East, 309.90 feet to a point; thence North $89^{\circ} 41'$ East 382.80 feet to a point; thence North 297.47 feet to a point; thence North $42^{\circ} 53'$ West, 266.61 feet to a point; thence South $56^{\circ} 59' 40''$ West, 480 feet, more or less, to the true point of beginning in Lane County, Oregon;

EXCEPTING the Northwesterly 50 feet, being a strip of land 50 feet in width along the entire Northwesterly line of the above described property, in Lane County, Oregon;

ALSO EXCEPTING that part lying within the bounds of the 25 foot strip conveyed to Lane County, Oregon by Deed recorded December 11, 1963, Reception No. 36219, Lane County Oregon Deed Records, in Lane County, Oregon.

Parcel II Lot 5 and 6, Block 14, SIXTH ADDITION TO BAR - M RANCH SUBDIVISION, as platted and recorded in Book 44, Page 12, Lane County Oregon Plat Records, in Lane County, Oregon

Parcel III Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 5 PLAT OF JUNCTION CITY, as platted and recorded in Book "H", page 749, Lane County Oregon Deed Records, in Lane County, Oregon.

PARCEL IV. Block 65, PLAT OF FRASIER & BERRY'S PART OF THE CITY OF FLORENCE, as platted and recorded in Book 2, Page 1, Lane County Oregon Plat Records, in Lane County, Oregon;

ALSO: All of the vacated alley running East and West through Block 65, PLAT OF FRASIER & BERRY'S PART OF THE CITY OF FLORENCE, as platted and recorded in Book 2, Page 1, Lane County Oregon Plat Records, in Lane County Oregon.

COUNTY OF YAMHILL, STATE OF OREGON

PARCEL 1: Part of the James T. Hembree Donation Land Claim #46 in Section 16, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at an iron pipe in the center of the County Road 1016.5 feet South and 1647.4 feet East of the Northeast corner of the John G. Baker Donation Land Claim #48, said pipe marking the Southeast corner of land conveyed to P. L. Crump by deed recorded March 7, 1950 in Book 156, Page 392, Deed Records; thence North along the East line of said Crump tract, 228.63 feet to the Northeast corner of that certain tract of land conveyed by P. L. Crump, et ux to Lowell R. Sexton et ux by deed recorded November 3, 1952 in Book 167, Page 544, Deed Records, and the true place of beginning of the tract herein described; thence West 402.50 feet; thence North 106.7 feet; thence East 402.50 feet; thence South 106.7 feet to the true place of beginning.

EXCEPTING THEREFROM the East 10 feet conveyed to the City of McMinnville for street and roadway purposes by deed recorded January 6, 1970 in Film Volume 78, Page 366, Deed and Mortgage Records of Yamhill County, Oregon.

PARCEL 2: Beginning at an iron pipe located in the center of County Road #217, 1016.5 feet South and 1647.4 feet East of the Northeast corner of the John G. Baker Donation Land Claim #48, said pipe marking the Southeast corner of land conveyed to P. L. Crump by deed recorded March 7, 1950 in Book 156, Page 392, Deed Records of Yamhill County, Oregon; thence North $89^{\circ} 55'$ West along the center of said road, 402.55 feet; thence North 221.02 feet; thence East 402.55 feet to the East line of said Crump tract; thence South to the place of beginning.

EXCEPTING THEREFROM the following: Beginning at a point which is 90 feet South of the Northeast corner of the above described tract; running thence West a distance of 132.55 feet; thence South to the South line of the above described tract; thence South $89^{\circ} 55'$ East along the South line of said tract to the Southeast corner thereof; thence North to the place of beginning.

ALSO EXCEPTING THEREFROM the South 10 feet conveyed to the City of McMinnville for street and roadway purposes by deed recorded January 1, 1970 in Film Volume 78, Page 365, Deed and Mortgage Records of Yamhill County, Oregon.

ALSO EXCEPTING that portion conveyed to the City of McMinnville for street purposes by deed recorded January 6, 1970 in Film Volume 78, Page 366, Deed and Mortgage Records, Yamhill County, Oregon.

COUNTY OF CLACKAMAS, STATE OF OREGONPARCEL NO. I

An undivided 1/2 interest in and to the following described property:
A part of the Fendal Cason D. L. C. No. 50 in Section 17, T. 2 S., R. 2 E., of the W.M., in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the re-entrant corner on the North line of the Fendal Cason D.L. C. No. 50, which point is marked by a Clackamas County Surveyor's monument in Webster Road; thence Easterly along the North line of said claim, 251.04 feet; thence South 3° 06' 40" West, 300.0 feet to a 1/2" iron rod; thence South 80° 23' 40" West, 392.96 feet to a point in the centerline of Webster Road, as built this date (March 23, 1966), from which point an iron rod bears North 80° 23' 40" East, 35.2 feet; thence Northeasterly along said centerline, 409.76 feet to the place of beginning.

PARCEL II

An undivided 1/2 interest in and to the following described property:
Block 2, Mountain Park No. 5, in the City of Lake Oswego, Clackamas County, Oregon.

PARCEL III

An undivided 1/2 interest in and to the following described property:
A part of the S. N. Vance D.L.C. No. 51, T 3 S., R 2 E., of the W.M., in the County of Clackamas and State of Oregon, described as follows:

Beginning on the East line of a tract of land owned by John Gaffney, Jr. in said Vance Claim in said County and State and at a point North 46° 30' West 13.63 chains distant from the Southeast corner of said Gaffney Tract in 40 foot road, which beginning point is also the Northwest corner of 16 acre tract deeded on March 22, 1912, by David Scherruble to Jacob Josi and running thence North 46° 30' West 13.35 chains to the Northeast corner of the said Gaffney Tract; thence North 12° 45' West 20.11 chains to a stone at the Southwest corner of tract owned by Richard Petzold; thence East 19.51 chains to the center of the Molalla Road and the true point of beginning for this description; thence South 32° East along the center of said road, 423.00 feet; thence West and parallel with the South line of said Petzold tract, 392.00 feet; thence North 32° West, 423.00 feet to a point on the South line of said Petzold tract; thence East and along the South line of said Petzold tract, 392.00 feet to the true point of beginning.

EXCEPT that portion lying within roads.

COUNTY OF KLAMATH, STATE OF OREGON

An undivided 1/3 interest in and to the following described property:
A tract of land situated in Tract 40C, ENTERPRISE TRACTS, in the SW 1/4 NW 1/4, Section 34, Township 38 S., Range 9 E.W.M., more particularly described as follows: Beginning at a one-half inch iron pin on the Easterly right of way line of Washburn Way, said point being North 00°20'00" East along the centerline of Washburn Way and along the West line of said Section 34 a distance of 332.19 feet and South 89°33'03" East a distance of 30.00 feet from the 5/8 inch iron pin marking the Westerly quarter corner of said Section 34; thence North 00°20'00" East along the Easterly right of way line of Washburn Way a distance of 285.00 feet to a one-half inch iron pin; thence South 89°33'03" East parallel with the North line of "Mills Gardens" subdivision a distance of 472.43 feet to a one-half inch iron pin; thence continuing South 89°33'03" East a distance of 29 feet, more or less, to the Westerly right of way line of the U.S.B.R. "A" Canal; thence Southeasterly along said Westerly line to the North line of "Mills Gardens" subdivision; thence North 89°33'03" West along the Northerly line of "Mills Gardens" subdivision (S 89°45' W by said subdivision plat) a distance of 20.96 feet, more or less, to a two inch iron pipe; thence continuing North 89°33'03" West along said subdivision line a distance of 606.40 feet to the point of beginning.

COUNTY OF KOOTENAI, STATE OF IDAHO

A portion of the N $\frac{1}{2}$ of Government Lot 20, Section 11, Township 50 North, Range 4 W.B.M., Kootenai County, State of Idaho being a portion of the Abandoned Fort Sherman Military Reservation, described as follows:

Commencing at a point 30 feet South from the Northeast corner of said Government Lot 20; thence

West, on a line parallel with and 30 feet South from the North line of said Lot 20, a distance of 262.6 feet; thence

South parallel with the East line of said Lot 20, a distance of 276 feet, more or less, to the North line of Linden Avenue; thence

East, along the North line of Linden Avenue, a distance of 262.7 feet to the East line of said Lot 20; thence

North on said East line, a distance of 276.45 feet, more or less, to the point of beginning.

EXHIBIT B.

COUNTY OF LANE, STATE OF OREGON

Parcel I. Mortgage dated April 11, 1966, recorded April 12, 1966, Reel No. 316, Reception No. 43561, Lane County, Oregon

Parcel II. As above.

Parcel III. Mortgage dated June 10, 1968, recorded October 15, 1968 Reel No. 411, Reception No. 42012, Lane County Oregon Records, and the Interest of Oscar L. Offet and Mildred L. Offet recorded June 24, 1969, Reception No. 70340, Lane County Oregon Records.

Parcel IV. Mortgage dated April 10, 1973, recorded April 30, 1973, Real No. 636, Reception No. 18807, Lane County Oregon Records, and

COUNTY OF YAMHILL, STATE OF OREGON

Parcel I and Parcel II. Mortgage dated September 1, 1971, recorded November 29, 1971, Film Volume 87, Page 684, Yamhill County Records; and

COUNTY OF CLACKAMAS, STATE OF OREGON

Parcel I. Mortgage dated September 20, 1966, recorded October 7, 1966, Book 641, Page 134, Film Records, Clackamas County, Oregon

Parcel II. Mortgage dated June 1, 1970, recorded June 5, 1970 as Recorder's Fee No. 70-10742, Film Records, Clackamas County, Oregon.

Parcel III. Mortgage dated February 26, 1968, recorded February 29, 1968 as Recorder's Fee No. 68-3603, Film Records, Clackamas County, Oregon, and

COUNTY OF KLAMATH, STATE OF OREGON

That certain Mortgage dated April 24, 1968, recorded May 7, 1968, Volume M68 page 4141, Microfilm records of Klamath County Oregon, and

COUNTY OF KOOTENAI, STATE OF IDAHO

That certain Mortgage dated December 30, 1968, recorded January 23, 1969, Instrument No. 542303 records of Kootenai County, State of Idaho, AND

That certain Mortgage dated January 23, 1969, recorded February 20, 1969, Instrument No. 543125, records of Kootenai County, Idaho.

EXHIBIT C.
FOR MORTGAGE

Any person who executes this mortgage but not the note secured hereby, shall have no personal liability on the note or for any deficiency judgment which may be obtained upon foreclosure of this mortgage. Such persons, jointly and severally, waive presentment, demand, protest and notice and agree that mortgagee, without notice to or consent of such persons, upon such terms as mortgagee may deem advisable, and without releasing or discharging any of such persons from this mortgage or affecting their liability hereunder or the lien of this mortgage upon their interest in the above-described property, may:

a. Extend, in whole or in part, by renewal or otherwise, the time of payment or performance of any obligation secured hereby;

b. Release, surrender, exchange, or modify any obligation secured hereby, or any security for any such obligation; and/or

c. Settle or compromise any claim with respect to any obligation secured hereby, or against any person who has given security for any such obligation.

Such persons ratify any such extension, renewal, release, surrender, exchange, modification, settlement, or compromise and waive all defenses, counterclaims, or offsets which they jointly or severally might have by reason thereof.

reasonable attorneys' fees incurred in any appeal taken therefrom to any appellate court. If the Mortgagee herein makes payment on the first mortgage pursuant to this covenant this Mortgagee may at his option be subrogated to the rights of the first mortgagee to the extent of payments so made, and the subrogation rights so acquired by the Mortgagee herein shall be fully recognized and not contested by the Mortgagee herein.

At the option of the Mortgagee, the proceeds of a loss under any policy, whether endorsed payable to the Mortgagee or not, may be applied in payment of the principal, interest or any other sums secured by this instrument, whether due or not, or to the restoration or replacement of any building on such premises, without in any way affecting the lien of this instrument or the obligation of the Mortgagee or any other person for payment of the indebtedness hereby secured, whether such Mortgagee be the then owners of said premises or not.

In the event of sale of the above described real property or any part thereof, the Mortgagee may without notice to the Mortgagee deal with such successor in interest with reference to this mortgage and the note hereby secured, either by forbearance on the part of the Mortgagee or extension of the time of the payment of said note or any sum secured by this mortgage without in any way releasing or discharging or in anywise affecting the mortgagee's liability hereunder or for the debt hereby secured. In the event of the sale of the above described mortgaged premises or any part thereof, or alteration, remodeling, addition or removal of any building or buildings now or hereafter upon said property without first obtaining the written consent of the Mortgagee, the balance of unpaid principal with accrued interest, and all other indebtedness hereby secured, shall, at the Mortgagee's election, become immediately due without notice.

The Mortgagee hereby expressly assigns to the Mortgagee all rents and revenues from said real property or any improvements thereon and hereby assigns any leases in effect or hereinafter in effect upon said premises or any part thereof; and in the event of default in any of the provisions of this mortgage and while said default continues, hereby authorizes and empowers the Mortgagee, its agents or attorneys, at its election, without notice to the Mortgagee, as agents for the owner, to take and maintain full control of said property and improvements thereon; to oust tenants for nonpayment of rent; to lease all or any portion thereof, in the name of the owner, on such terms as it may deem best; to make alterations or repairs it may deem advisable and deduct the cost thereof from the rents; to receive all rents and income therefrom and issue receipts therefor; and out of the amount or amounts so received to pay the necessary operating expenses and retain or pay the customary charges for thus managing said property; to pay the Mortgagee any amount due upon the debt secured by this mortgage; to pay taxes, assessments and premiums upon insurance policies, or renewals thereof, on said property, or amounts necessary to carry out any covenant in this mortgage contained; the Mortgagee to determine which items are to be met first; but to pay any overplus so collected to the owner of said property; and those exercising this authority shall be liable to the owners only for the amount collected hereunder and the accounting thereof and as to all other persons those exercising this authority are acting only as agent of the owner in the protection of the Mortgagee's interests. In no event is the right to such management and collection of such rents to affect or restrict the right of the Mortgagee to foreclose this mortgage in case of default.

Mortgagee hereby assigns to Mortgagee all sums paid, or damages awarded for or by reason of any taking, condemnation or acquisition during the existence of this mortgage, whether or not by litigation, by any public authority, person or corporation, of title to or any interest in all or any part of the above described real property, Mortgagee to apply such amounts as it chooses to the indebtedness hereby secured and to pay any amount not so applied to the Mortgagee, but such application or payment shall not cure or waive any default hereunder or invalidate any acts of Mortgagee taken upon any default.

All covenants hereof shall run with the land and shall not be extinguished by any foreclosure. Upon payment of the mortgage debt in full and complete performance hereof by Mortgagee, Mortgagee shall execute and deliver to Mortgagee or the payer a proper satisfaction of this mortgage for record at the latter's expense.

It is understood and agreed that time is of the essence as to all covenants and agreements contained in this mortgage.

An event of default on the part of Mortgagee within the meaning of this mortgage shall be deemed to exist in the event of any default in the payment of the debt hereby secured or any installment thereof, or interest, or if there be any default in the performance or observance of any of the Mortgagee's covenants or agreements hereunder or if any court of competent jurisdiction renders a decision that this mortgage is not a lien, subject only to the prior mortgage(s) above described, upon the whole of the mortgaged property or if Mortgagee shall assign the rents or any part of the rents of the mortgaged property without the prior written consent of Mortgagee or if there be an actual or threatened demolition or removal of any building erected or to be erected upon said premises or any waste of the mortgaged property, or if a proceeding under any bankruptcy, receivership or insolvency law be instituted by or against any of the Mortgagees, or if any of the Mortgagees make an assignment for the benefit of creditors. If an event of default shall exist as herein defined, it shall be optional with the Mortgagee to accelerate the maturity of said note and to declare the entire mortgage indebtedness immediately due and payable without notice and to foreclose this mortgage and without waiving any other remedy or right. Any installment of principal or interest not paid when due shall bear interest at the highest rate allowed by law from date of default until paid.

Mortgagee further agrees that a receiver may be appointed in any suit or proceeding to foreclose this mortgage without notice to Mortgagee and without regard to the adequacy of the security for the indebtedness or the solvency of the mortgagee or the presence of waste or danger of loss or destruction of the property, to possess, manage and control the real property above described and all buildings thereon and to collect the rents, issues and profits thereof.

or Idaho

In the event of the passage hereafter of any law of the State of Oregon deducting from the value of land for the purpose of taxation any lien thereon, or providing for the taxation of mortgages or debts secured by mortgage, or changing the manner of the collection of taxes so as to affect the interest of the Mortgagee, the holder of this mortgage or of the debt which it secures, shall have the right upon thirty days written notice to the last known owner of the mortgaged property to accelerate the maturity of the entire mortgage indebtedness and require immediate payment thereof.

In the event of foreclosure of this mortgage in one of the states in which some of the mortgaged property is located, neither the lien of this mortgage nor the debt it secures shall be merged in the judgement and decree entered therein, but such lien and debt shall remain in effect with respect to the mortgaged property in any other state and this mortgage may be foreclosed in such other states to the extent of any deficiency remaining after the foreclosure sale pursuant to the decree in the first state, it being expressly agreed that this mortgage secures not only the note but also any such deficiency.

MORTGAGE

Page 8

DATED at Portland, Oregon, this 10th day of January, 1975.

Carl W. Campbell (SEAL)

Betty F. Campbell (SEAL)

Danny L. Campbell, by Carl W. Campbell
his attorney in fact (SEAL)

Connie L. Campbell, by Carl W. Campbell,
her attorney in fact. (SEAL)

INDIVIDUAL

Wash
STATE OF OREGON

County of Chelan

ss.

I, the undersigned Notary Public for the State of Oregon, do hereby certify that on this 13
day of January, 1975, personally appeared before me
Carl W. Campbell and Betty F. Campbell

to me known to be the person described in and who executed the foregoing mortgage, and each acknowl-
edged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and
purposes therein mentioned.

Wm Baker
Notary Public in and for the State of Oregon,
residing at Wenatchee Wash
My Commission expires 11-27-76

CORPORATE

STATE OF OREGON

ss.

County of _____

On this _____ day of _____, 19____, before me, a Notary Public for the
State of Oregon, personally came _____
and _____
to me known to be the _____, respectively, of the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and volun-
tary act and deed of said corporation for the uses and purposes therein mentioned, and on oath each stated
that he was authorized to execute said instrument, and that the seal affixed thereto is the corporate seal of
said corporation.

Notary Public in and for the State of Oregon,
residing at _____
My Commission expires _____

Loan No. 87-00570

MORTGAGE

FROM

CAMPBELL, CARL. W. et al

TO

SHERWOOD & ROBERTS, INC.

Dated January 10, 1975

Filed for Record at request of

COLLATERAL AGREEMENT

THIS AGREEMENT, made and entered into at Portland, Oregon on this Tenth day of January, 1975, by and between Sherwood & Roberts, Inc., a Washington corporation, hereinafter referred to as Lender, and Carl W. Campbell and Betty F. Campbell, Mortgagors, hereinafter referred to as Borrower, and Redevco, Inc., as Guarantor, and Danny L. Campbell and Connie L. Campbell, as subordinating Mortgagors as to Parcel II, page 2 of Exhibit "A" hereto attached.

W I T N E S S E T H:

WHEREAS, Lender has agreed to make a loan to Borrower to pay in full Borrowers existing Loan No. 87-00568 to Sherwood & Roberts, Inc., said loan having a principal balance of \$118,737.36 plus interest; to bring partially current all Redevco, Inc. loans presently serviced by Sherwood & Roberts, Inc.; to pay a current bank debt totalling \$75,000.00 and to pay all loan closing costs, which loan is evidenced by a note dated January 10, 1975, and secured by mortgages of like date covering real property described in said mortgages in the State of Oregon, counties of Clackamas, Lane, Yamhill and Klamath, and in the State of Idaho, County of Kootenai, and is further referred to in a commitment letter between the parties hereto, under date of January 9, 1975, which commitment letter is incorporated herein and is hereinafter referred to as the commitment; and,

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Lender agrees to lend to Borrower the sum of \$335,000.00 hereinafter called "the principal amount", and provided the terms and conditions of the commitment and of this Collateral Agreement are met, to pay said sum to Borrower.

2. Prior to disbursement of any of the principal amount and contemporaneously herewith, there shall be executed and delivered to Lender the following documents to evidence and secure the loan referred to in paragraph 1 above:

Per Schedule "A", pages 1 through 5, attached hereto and by reference made a part hereof.

3. Lender in advance of disbursement may record all mortgages and this Collateral Agreement and file financing statements in the appropriate Counties and States in which the properties securing said loan are located. The execution of the Collateral Agreement and recordation of such instruments is not a commitment of Lender to disburse. Lender shall disburse when the terms and conditions of the commitment and this agreement are met and when the title company is willing to insure each aforesaid mortgage as a lien against the real property described in each aforesaid mortgage.

4. Redevco, in addition to giving Lender a security interest in certain of its properties as additional security for the loan, agrees to execute a guaranty of the loan in form and substance satisfactory to Lender's attorneys.

5. The validity of the loan referred to in paragraph 1 above and of the note and other instruments given to secure and guarantee the principal amount of this loan are to be governed by the laws of the State of Oregon, and the parties hereto agree that all documents are to be interpreted, construed and governed by the laws of the State of Oregon.

6. A default by Borrower under the terms and provisions of any one of the instruments described in paragraph 2 above, or of the commitment shall, at the election of Lender, constitute a default under all of the instruments above referred to in paragraph 2 and in this Collateral Agreement, and any default under the terms

of the commitment or Collateral Agreement shall be a default under the note and other instruments described in paragraph 2 above.

7. Lender may sue upon the note or the guaranty without proceeding against the security, or may exercise its rights under, or foreclose, any of the security instruments and security referred to in paragraph 2 above in any order in which Lender deems fit, and either consecutively or simultaneously as Lender chooses, and any decree entered in any foreclosure may authorize the sale of mortgaged property separately in any order selected by Lender, or in one or more units. The mortgage or mortgages shall provide that in the event of foreclosure thereof in one of the states in which some of the mortgaged property is located, the lien of the mortgage or the debt shall not be merged in the judgment and decree, but such lien and debt shall remain in effect with respect to the mortgaged property in any other state, and the mortgage may be foreclosed in such other states to the extent of any deficiency remaining after the foreclosure sale pursuant to the decree in the first state; the mortgage shall secure not only the note, but also such deficiency.

8. Any sums collected by Lender upon the note described in paragraph 2 above, other than sums collected upon costs and any attorneys' fee incurred by Lender in making collection, shall reduce the balance outstanding on the note described in paragraph 2 above, it being understood that Lender shall only be repaid in the amount of loan funds actually disbursed as per paragraph 1 above, with interest from date of disbursement, plus (recognizing that costs and fees may be incurred in connection with collections in several states) any and all costs a reasonable attorneys' fees wherever incurred in making collection, including reasonable attorneys' fees incurred upon any appeal. It shall not be a defense to any action, suit or proceeding upon said note or security instruments described in paragraph 2 above that any other suit, action or proceeding is pending upon the note or security instruments described in paragraph 2 above, or that a judgment and decree has been entered in any suit, action, or proceeding brought on said note unless said judgment and decree has been satisfied in full.

9. From time to time as requested by Lender, Borrower will validly and enforceably execute such additional instruments as Lender deems necessary to assure the validity and priority of liens upon each of the items of security described in paragraph 2 above, and give such other instruments of security as Lender may require to secure the loan hereunder, causing the same to be filed or placed on public record as is necessary to assure the public notice and priority thereof.

In case suit or action is instituted to enforce this agreement or for damages for breach thereof or any part thereof, Borrower promises to pay, in addition to all other costs reasonably incurred, such additional sums as the court may adjudge reasonable as attorneys' fees in said suit or action, including all costs and reasonable fees incurred in any appeal taken therefrom to any appellate court; and, in case of default, Borrower further promises to pay such necessary expenses as may be incurred by Lender in making collections or curing any defaults, including reasonable attorneys' fees.

SHERWOOD & ROBERTS, INC. a
Washington corporation

By: Neil R. Goff
Neil R. Goff, As Vice President

GUARANTOR:

REDEVCO, INC.

By: Carl W. Campbell
Carl W. Campbell, President

ATTEST: Lawrence M. Hughes

2. COLLATERAL AGREEMENT

MORTGAGORS:

Carl W. Campbell
Carl W. Campbell
Betty F. Campbell
Betty F. Campbell

SUBORDINATING MORTGAGORS:

Danny L. Campbell
Danny L. Campbell by Carl W. Campbell,
his attorney in fact
Connie L. Campbell
Connie L. Campbell by Carl W. Campbell,
her attorney in fact.

RECORDING REQUESTED BY

701

AND WHEN RECORDED MAIL TO

Name
Street
Address
City &
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

POWER OF ATTORNEY

SPECIAL

KNOW ALL MEN BY THESE PRESENTS: That Danny L Campbell and Connie L Campbell
_____, the undersigned
(jointly and severally if more than one), hereby makes, constitutes and appoints Carl W. Campbell

his true and lawful attorney for him and in his name, place and stead and for his use and benefit:

(a) To execute on behalf of the undersigned any deed clarifying that the interest of the undersigned in the real property, as described on Exhibit A attached hereto and by reference made a part hereof, is as individuals and to execute a mortgage to Sherwood & Roberts, Inc. of the interest of the undersigned as it may appear on those properties described in said exhibit A, for the purpose of securing a loan in the approximate amount of \$335,000 from Sherwood and Roberts, Inc. to Carl W Campbell and Betty F Campbell, husband and wife, and to execute any other instrument (excluding a promissory note) on behalf of the undersigned as required by Sherwood and Roberts, Inc. to effectuate a mortgage of said interest.

GIVING AND GRANTING unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary, or appropriate to be done in and about the premises as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents.

Wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS his hand this Ninth day of January, 1975

Danny L Campbell
Connie L Campbell

STATE OF CALIFORNIA

County of San Diego } SS

On Jan. 9, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared Danny L. Campbell and Connie L. Campbell

known to me to be the persons whose names subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal
OFFICIAL SEAL
MORTON C. SYNER
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Aug. 30, 1978

Morton C. Syner
Notary Public in and for said State.

FORM No. 15—POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS, That

I, Betty F. Campbell

of the City of Wenatchee in the County of Chelan and State of Washington have made, constituted and appointed, and by these presents do make, consti-

CARL W. CAMPBELL

tute and appoint of the City of Wenatchee in the County of Chelan and State of Washington, as my true and lawful attorney, for me and in my name, place

and stead to execute on behalf of the undersigned any deed clarifying that the interest of the undersigned in the real property, as described on Exhibit A attached hereto and by reference made a part hereof, is as an individual, and to execute a mortgage to Sherwood & Roberts, Inc. of the interest of the undersigned as it may appear on those properties described in said Exhibit A, for the purpose of securing a loan in the approximate amount of \$335,000.00 from Sherwood & Roberts, Inc. to Carl W. Campbell and Betty F. Campbell, husband and wife, and to execute any other instruments (including a promissory note) on behalf of the undersigned required by Sherwood & Roberts, Inc., to effectuate a mortgage of said interest.

giving and granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully, to all intents and purposes, as I might or could do it personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or my substitute shall lawfully do or cause to be done, by virtue thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this Tenth day of January, 1975.

EXECUTED IN THE PRESENCE OF

Betty F. Campbell (SEAL)

(SEAL)

(SEAL)

(SEAL)

COUNTY OF LANE, STATE OF OREGON

Parcel I Beginning at the most Northerly corner of Lot 4, Block 14, SIXTH ADDITION TO BAR - M RANCH SUBDIVISION, as platted and recorded in Book 44, Page 12, Lane County Oregon Plat Records; thence South $45^{\circ} 42' 25''$ East, 309.90 feet to a point; thence North $89^{\circ} 41'$ East 382.80 feet to a point; thence North 297.47 feet to a point; thence North $42^{\circ} 53'$ West, 266.61 feet to a point; thence South $56^{\circ} 59' 40''$ West, 480 feet, more or less, to the true point of beginning in Lane County, Oregon;

EXCEPTING the Northwesterly 50 feet, being a strip of land 50 feet in width along the entire Northwesterly line of the above described property, in Lane County, Oregon;

ALSO EXCEPTING that part lying within the bounds of the 25 foot strip conveyed to Lane County, Oregon by Deed recorded December 11, 1963, Reception No. 36219, Lane County Oregon Deed Records, in Lane County, Oregon.

Parcel II Lot 5 and 6, Block 14, SIXTH ADDITION TO BAR - M RANCH SUBDIVISION, as platted and recorded in Book 44, Page 12, Lane County Oregon Plat Records, in Lane County, Oregon

Parcel III Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, Block 5 PLAT OF JUNCTION CITY, as platted and recorded in Book "H", page 749, Lane County Oregon Deed Records, in Lane County, Oregon.

PARCEL IV. Block 65, PLAT OF FRASIER & BERRY'S PART OF THE CITY OF FLORENCE, as platted and recorded in Book 2, Page 1, Lane County Oregon Plat Records, in Lane County, Oregon;

ALSO: All of the vacated alley running East and West through Block 65, PLAT OF FRASIER & BERRY'S PART OF THE CITY OF FLORENCE, as platted and recorded in Book 2, Page 1, Lane County Oregon Plat Records, in Lane County Oregon.

COUNTY OF YAMHILL, STATE OF OREGON

PARCEL 1: Part of the James T. Hembree Donation Land Claim #46 in Section 16, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at an iron pipe in the center of the County Road 1016.5 feet South and 1647.4 feet East of the Northeast corner of the John G. Baker Donation Land Claim #48, said pipe marking the Southeast corner of land conveyed to P. L. Crump by deed recorded March 7, 1950 in Book 156, Page 392, Deed Records; thence North along the East line of said Crump tract, 228.63 feet to the Northeast corner of that certain tract of land conveyed by P. L. Crump, et ux to Lowell R. Sexton et ux by deed recorded November 3, 1952 in Book 167, Page 544, Deed Records, and the true place of beginning of the tract herein described; thence West 402.50 feet; thence North 106.7 feet; thence East 402.50 feet; thence South 106.7 feet to the true place of beginning.

EXCEPTING THEREFROM the East 10 feet conveyed to the City of McMinnville for street and roadway purposes by deed recorded January 6, 1970 in Film Volume 78, Page 366, Deed and Mortgage Records of Yamhill County, Oregon.

PARCEL 2: Beginning at an iron pipe located in the center of County Road #217, 1016.5 feet South and 1647.4 feet East of the Northeast corner of the John G. Baker Donation Land Claim #48, said pipe marking the Southeast corner of land conveyed to P. L. Crump by deed recorded March 7, 1950 in Book 156, Page 392, Deed Records of Yamhill County, Oregon; thence North $89^{\circ} 55'$ West along the center of said road, 402.55 feet; thence North 221.02 feet; thence East 402.55 feet to the East line of said Crump tract; thence South to the place of beginning.

EXCEPTING THEREFROM the following: Beginning at a point which is 90 feet South of the Northeast corner of the above described tract; running thence West a distance of 132.55 feet; thence South to the South line of the above described tract; thence South $89^{\circ} 55'$ East along the South line of said tract to the Southeast corner thereof; thence North to the place of beginning.

ALSO EXCEPTING THEREFROM the South 10 feet conveyed to the City of McMinnville for street and roadway purposes by deed recorded January 1, 1970 in Film Volume 78, Page 365, Deed and Mortgage Records of Yamhill County, Oregon.

ALSO EXCEPTING that portion conveyed to the City of McMinnville for street purposes by deed recorded January 6, 1970 in Film Volume 78, Page 366, Deed and Mortgage Records, Yamhill County, Oregon.

SCHEDULE A.COUNTY OF CLACKAMAS, STATE OF OREGONPARCEL NO. I

An undivided 1/2 interest in and to the following described property:
A part of the Fendal Cason D. L. C. No. 50 in Section 17, T. 2 S., R. 2 E., of the W.M., in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the re-entrant corner on the North line of the Fendal Cason D.L. C. No. 50, which point is marked by a Clackamas County Surveyor's monument in Webster Road; thence Easterly along the North line of said claim, 251.04 feet; thence South 3° 06' 40" West, 300.0 feet to a 1/2" iron rod; thence South 80° 23' 40" West, 392.96 feet to a point in the centerline of Webster Road, as built this date (March 23, 1966), from which point an iron rod bears North 80° 23' 40" East, 35.2 feet; thence Northeasterly along said centerline, 409.76 feet to the place of beginning.

PARCEL II

An undivided 1/2 interest in and to the following described property:
Block 2, Mountain Park No. 5, in the City of Lake Oswego, Clackamas County, Oregon.

PARCEL III

An undivided 1/2 interest in and to the following described property:
A part of the S. N. Vance D.L.C. No. 51, T 3 S., R 2 E., of the W.M., in the County of Clackamas and State of Oregon, described as follows:

Beginning on the East line of a tract of land owned by John Gaffney, Jr. in said Vance Claim in said County and State and at a point North 46° 30' West 13.63 chains distant from the Southeast corner of said Gaffney Tract in 40 foot road, which beginning point is also the Northwest corner of 16 acre tract deeded on March 22, 1912, by David Scherruble to Jacob Josi and running thence North 46° 30' West 13.35 chains to the Northeast corner of the said Gaffney Tract; thence North 12° 45' West 20.11 chains to a stone at the Southwest corner of tract owned by Richard Petzold; thence East 19.51 chains to the center of the Molalla Road and the true point of beginning for this description; thence South 32° East along the center of said road, 423.00 feet; thence West and parallel with the South line of said Petzold tract, 392.00 feet; thence North 32° West, 423.00 feet to a point on the South line of said Petzold tract; thence East and along the South line of said Petzold tract, 392.00 feet to the true point of beginning.

EXCEPT that portion lying within roads.

COUNTY OF KLAMATH, STATE OF OREGON

A tract of land situated in Tract 40C, ENTERPRISE TRACTS, in the SW¼ NW¼, Section 34, Township 38 S., Range 9 E.W.M., more particularly described as follows: Beginning at a one-half inch iron pin on the Easterly right of way line of Washburn Way, said point being North 00°20'00" East along the centerline of Washburn Way and along the West line of said Section 34 a distance of 332.19 feet and South 89°33'03" East a distance of 30.00 feet from the 5/8 inch iron pin marking the Westerly quarter corner of said Section 34; thence North 00°20'00" East along the Easterly right of way line of Washburn Way a distance of 285.00 feet to a one-half inch iron pin; thence South 89°33'03" East parallel with the North line of "Mills Gardens" subdivision a distance of 472.43 feet to a one-half inch iron pin; thence continuing South 89°33'03" East a distance of 29 feet, more or less, to the Westerly right of way line of the U.S.B.R. "A" Canal; thence Southeasterly along said Westerly line to the North line of "Mills Gardens" subdivision; thence North 89°33'03" West along the Northerly line of "Mills Gardens" subdivision (S 89°45' W by said subdivision plat) a distance of 20.96 feet, more or less, to a two inch iron pipe; thence continuing North 89°33'03" West along said subdivision line a distance of 606.40 feet to the point of beginning.

EXHIBIT A.

Page 2.

SCHEDULE A.COUNTY OF KOOTENAI, STATE OF IDAHO

A portion of the N $\frac{1}{2}$ of Government Lot 20, Section 11, Township 50 North, Range 4 W.B.M., Kootenai County, State of Idaho being a portion of the Abandoned Fort Sherman Military Reservation, described as follows:

Commencing at a point 30 feet South from the Northeast corner of said Government Lot 20; thence

West, on a line parallel with and 30 feet South from the North line of said Lot 20, a distance of 262.6 feet; thence

South parallel with the East line of said Lot 20, a distance of 276 feet, more or less, to the North line of Linden Avenue; thence

East, along the North line of Linden Avenue, a distance of 262.7 feet to the East line of said Lot 20; thence

North on said East line, a distance of 276.45 feet, more or less, to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

KLAMATH COUNTY TITLE CO

Filed for record at request of _____

this 16th day of JANUARY A. D., 19 75 at 12:15 o'clock P. M., and duly recorded in

Vol. M 75, of MORTGAGES on Page 690

FEE \$ 30.00

WM. D. MILNE, County Clerk

By Harold Draper Deputy

Exhibit A.
Page 3.

Spec: Klam Co. Title
JC 124 151
City