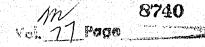
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THIS MORTGAGE, made this 17th day of May, 1977, between DELOS B. PARKS, JR. and JoANNE PARKS, husband and wife, and EDWARD R. ZAROSINSKI, as Trustee for EDWARD R. ZAROSINSKI, D.M.D., P.C. PENSION AND PROFIT SHARING TRUST, Mortgagors and REUBEN R. LARSON and FRANK F. GANONG and THERESA G. GANONG, husband and wife. Mortgagees,

WITNESSETH:

That said Mortgagors, in consideration of \$17,500.00 to them paid by said Mortgagees, do hereby grant, bargain, sell and convey unto said Mortgagees, as follows: Unto said Reuben R. Larson, his heirs, devisees, personal representatives and assigns, an undivided one-half interest, and unto said Frank F. Ganong and Theresa G. Ganong, husband and wife, as joint tenants with right of survivor ship and not as tenants in common, their assigns and the heirs of the survivor of them, an undivided one-half interest, in and to the following-described premises in Klamath County, Oregon, to-wit:

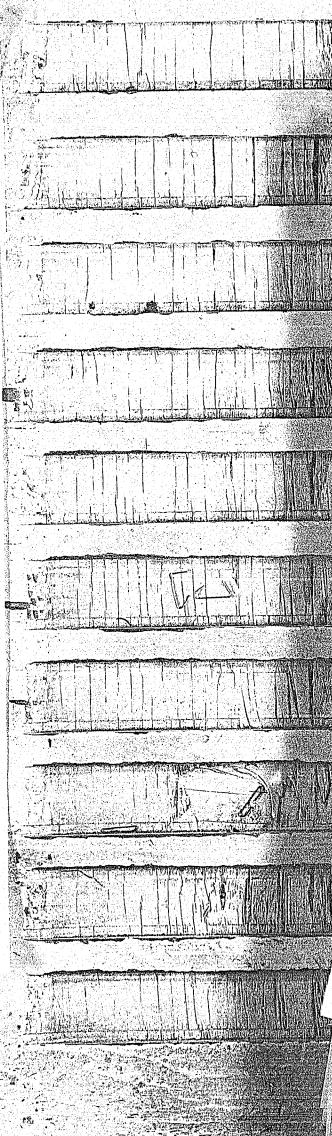
> Lot 9 in Block 209 of Mills Second Addition to the City of Klamath Falls, Klamath County, Oregon, according to the official plat thereof,

together with the appurtenances thereto and the rents, issues and profits therefrom and all fixtures upon said premises at the time of the execution of this Mortgage or at any time during the term of this Mortgage.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Mortgagees as above set forth, to-wit, an undivided one-half interest therein unto said Reuben R. Larson, his heirs, devisees, personal representatives and assigns, and an undivided one-half interest therein unto said Frank F. Ganong and Theresa G. Ganong, husband and wife, as joint tenants with right of survivo ship and not as tenants in common, it being the intent of the parties hereto that upon the death of one of them that all of said one-half interest in this Mortgage, including all of the moneys then unpaid on the Note to said Frank F. Ganong and Theresa G. Ganong hereafter described, as well as all rights and interests herein given to said Frank F. Ganong and Theresa G. Ganong, shall vest forthwith in the survivor of them, forever.

This Mortgage is intended to secure the payment of two Promissory Notes of

32 GANONG & SISEMORE Attorneys at Law 540 Main Street 540 Main Street KLAMATH FALLS, ORE. 97601 503/882-7228



Mortgage - Page 1.

which the following are substantial copies, to-wit:

		11s, Oregon May 17, 19 77
8,750.00	Klamath Fa	11s, Oregon Guben R. Larson United States National Bank of Oregon United States National Bank of Oregon 740 Main Street, Klamath Falls, Oregon Id No/100 annum from May 17, 1977, until paid, payable in annum from May 17, 1977, payable in
Each of the un	ndersigned promises to pay to the order of Reference of the control of the order of the control of the order of the control of the order of the orde	United States National Bank of Oregon
Distant	ourand Seven Hundred Fifty an	id No/100 - 1077 well mid myable in
onthly	installments, at the direct the	the 17th day of onch month the Leaning
f June, 1977,	and noc reserve	The state of the s
		The state of the s
		The state of the s
	www.merenal	the payments above required, which shall continue until this note, in the payments above required, which shall continue until this note, not so paid, the whole sum of both principal and interest to become not so paid, the whole sum of the basis of an attorney for collection,
interest shall be paid	I will paid: if any of said installments is	the payments above requires, when the payments above requires, when the same of so paid, the whole sum of both principal and interest to become notes. If this note is placed in the hands of an attorney for collection, notes. If the holder hereof; and it suit or action is filed
each of the undersigned hereon, also promise	s to pay (1) holder's reasonable attorney's ice	as to be fixed by the the holder's reasonable attorney's tees in the up-
decision of the trial	Court, short	n in the second
s/ Edward	R. Zarosinski	Delos B. Parks, Jr.
Ryward R. Zar	osinski, as Trustee for ension	s/ Johnne Parks
Edward R. Zar	osinski, D.H.D., 1.o.	s/ Delos B. Parks, Jr. Delos B. Parks, Jr. s/ Johnne Parks Johnne Parks stevens.ness Law Pub. co., Portland, One.
M No. 168-INSTALLMENT	NOTE (in odd amounts) (Oragon UCC). SC	
		May 17 10 77
s 8,750.00	Klamath Falls	, Oregon May 17, 19.77
I (or il more	the state of the s	mise to pay to the order of .1. Lattie.
G. Ganong	***************************************	United States National Balk of Oragon
and upon the death	of any of them, then to the order of the surv	iver of them, at 740 Main Str., Klamath Talls, Olegon and No/100 DOLLARS, May 17, 1977 until paid, payable in
Eight T	housand, Seven number ed	Maria 17 1077 until paid, payable in
with interest thereo.	installments, at the dates and in the amoun	um from Ray 17, 1977 this as follows: Not less than \$80.00 on the 17th day the 17th day of each month thereafter;
of June. 1977	, and not less than \$80.00 on	the 17th day of each month thereafter;
water and the second		*** **** ******************************

•••••	the state of the s	paid with principal and operation of the payments above reprincipal and interest, has been paid; if any of said installments is not
so paid, all principa	if and interest shart become promise and age	ree to pay the reasonable afforney's less and the the trial court and (2)
in the hands of an	attorney for collection, I we promise and ago or action is filed hereon, also promise to pay (ree to pay the reasonable attorney's less and concerns that frial court and (2) (1) holder's reasonable attorney's less to be fixed by the trial court and (2) in the fixed by the appellate court, as the holder's reasonable turther sum as may be fixed by the appellate court, as the holder's reasonable to the fixed by the appellate court, as the holder's reasonable to the fixed by the second of the fixed by
if any appeal is ta	Ren from any decision of	the common but with the right
sonable attorney's I	ention of the parties hereto that the said payer	ees do not take the title hereto as tenants in common but with the right right to receive payment of the then unpaid balance of principal and in-
	is: on the death of any of the payers, the solutely in the survivor of them.	s/ Delos B. Parks, Jr.
* Strike words not appli	cable,	Delos B. Parks, Jr.
	d R. Zarosinski rosinski, as frustee for	
Edward R. Za	rosinski, D.M.D., P.C. Pensior	s/ JoAnne Parks JoAnne Parks
and Profit S	haring trust	SN Stevens Ness Law Pub. Co., Portland, O.
ORM No. 692 -INSTALLME	NT NOTE—Survivorship.	the second of the second secon
	and the second s	
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20		cessors, grantees, heirs, devisees, personal rep-
29	The Mortgagors, their suc	CERROLD, Brancher,
	and accions tot	ntly and severally covenant to and with each of th
30	resentatives and assigns, joi	united and assigns as
, ,	Mortgagees, their heirs, devi	isees, personal representatives and assigns, as
31	TIOL CEASOCO I	1 and all of said Notes, principal and interes
32	follows: That they will pay	each and all of said Notes, principal and interest
GANONG & SISEMORE		지는 경우 아들 바람들은 전투를 되었다. 이번 문화한 보고 있
Attorneys at Law 540 Main Street		
KLAMATH FALLS, ORE.	Mortgage - Page 2.	
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according to the terms of each of said Notes; that while any part of any of said Notes remain unpaid, that they will pay any and all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or upon this Mortgage or upon any of the Notes secured by this Mortgage, when due and payable and before the same become delinquent; that they will not suffer or permit any part of said property to become subject to any taxes, assessments liens, charges or incumbrances whatsoever having precedence over the lien of this Mortgage; and that they will immediately pay and fully satisfy any such incumbrances that are or may become liens on the premises or any part thereof superior to the lien of this Mortgage. Provided however, that it is understood and agreed that this Mortgage is second and inferior to that certain Mortgage from the Mortgagees herein to First Federal Savings and Loan Association of Klamath Falls, dated February 20, 1970, and recorded February 24, 1970, in Vol. M-70 at page 1448 of Klamath County, Oregon Mortgage Records, which said Mortgag the Mortgagors herein jointly and severally assume and agree to pay and perform according to its terms as the same comes due and to hold the Mortgagees herein harmless therefrom and that a default on said First Mortgage shall constitute a default on this Mortgage entitling any of the owners or holders of this Mortgage or any of the Notes secured thereby to declare this Mortgage and any and all Notes and indebtedness secured by this Mortgage immediately due and payable and to foreclose this Mortgage at any time while said default continues. That Mortgagees will keep the improvements now on or which may hereafter be erected on the mortgaged premises continuously insured against loss or damage by fire and such other hazards as the Mortgagees may from time to time require for their full insurable value, with loss payable to the parties as their respective interests may appear and that Mortgagors will deliver a Certificate of said Insurance to the Mortgagees. If Mortgagors shall fail for any reason to procure or to maintain such insurance in force and to deliver such Certificate to Mortgagees, any of the Mortgagees may procure such insurance at the Mortgagors' ex-29 pense. That Mortgagors shall continuously keep and maintain said premises and 30 all improvements thereon in good condition and repair and shall complete, re-31 store and replace promptly and in good and workmanlike manner any improvement 32

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Mortgage - Page 3.

which may be constructed, damaged or destroyed thereon and shall not remove or demolish, or alter or impair the design or structural character of any building, fixture or improvement now on or hereafter situated upon said property. That Mortgagors shall not abandon said premises but shall continuously secure and protect the same and not suffer, permit or commit any strip, waste or damage to said premises or any improvement thereon. That as additional security Mortgagors hereby assign to Mortgagees all rents, royalties and other payments, including payments on contracts of sale, arising from said property and, if included in such rent, royalty or other payment, from any personal property located thereon. Until Mortgagors shall default in the payment of the Notes secured hereby, Mortgagors shall have the right to collect all such rents, royalties and other payments earned prior to default as they become due. Upon default, the Mortgagees may at any time without notice, either in person or by agent and without regard to the adequacy of the security for said Notes, enter upon said property and sue for or otherwise collect the rents, royalties and other payments and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon the Notes secured hereby NOW THEREFORE, if the Mortgagors, and each of them, shall keep and perform each and all of the covenants herein contained and shall pay each of said Notes according to its terms, this Conveyance shall be void, but shall otherwise remain in full force as a Mortgage to secure the performance of all of said covenants and the payment of each of said Notes; it being agreed that upon a failure to perform any covenant herein or to pay any of said Notes, or if a proceeding of any kind shall be taken to foreclose a lien on any part of the mortgaged premises, any of the Mortgagees, or the owners or holders of the Notes secured here-25 by, shall have the right to declare the whole amount unpaid on each of said 26 Notes and on this Mortgage immediately due and payable and this Mortgage may 27 be foreclosed at any time thereafter. If the Mortgagors shall fail to pay any 28 taxes, assessments, insurance premiums or other charges or any lien or incumb-29 rance, or to perform any maintenance, replacement or repair work as herein pro-30 vided, the Mortgagees may at their option do so, and any payment so made shall 31 be added to and become a part of the debt secured by this Mortgage and shall 32

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Mortgage - Page 4.

bear interest at the same rate as said Notes without waiver, however, of any right arising to the Mortgagees for breach of covenant and this Mortgage may be foreclosed for principal, interest and all sums paid by the Mortgagees, or any of them, at any time while said sums so advanced remain unpaid by the Mortgagors.

In the event of any suit, action or other proceeding being instituted to foreclose this Mortgage or to collect any sums secured thereby or to enforce any provision of this Mortgage or any of the Notes secured thereby, the Mortgagees agree to pay all reasonable costs incurred by the Mortgagees, or any of them, for title reports and title search, all statutory costs and disbursements, and such further sums as the Courts, including an Appellate Court in the event of an appeal or other proceeding therein, may adjudge reasonable as the Mortgagees attorney's fees, and all such sums shall be secured by the lien of this Mortgage and included in the Judgment and in the Decree of Foreclosure.

In case of any such suit, action or other proceeding, the Court may, upon motion of any of the Mortgagees, appoint a Receiver to take possession of and maintain and protect the said premises and to collect the rents and profits arising out of said premises during the pendency thereof and apply the same upon the amounts due under this Mortgage after first deducting all proper charges and expenses attending the execution of said Trust.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, devisees, personal representatives, successors, grantees and assigns of each of the Mortgagors and Mortgagees respectively.

IN WITNESS WHEREOF, said Mortgagors have executed this Mortgage the day

and year first herein written.

R. Zarosinski, as Trustee for

Edward R. Zarosinski, D.M.D., P.C. Pension and Profit Sharing Trust

JoAnne Parks

Mortgage - Page 5.

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1	STATE OF OREGON) SS
2	County of Klamath)
3	On this / day of May, 1977, before me, a Notary Public in and for said County and State, personally appeared Edward R. Zarosinski, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concuted the same in the capacity therein stated and for the purposes therein concurrence the capacity therein stated and the capacity the capaci
5	tained: The Continue of the Co
6	IN WITNESS WHEREOF, I hereunto set my hand and official seal
7	(SEAL) Street Notary Public for Oregon
8	(SEAL) My Commission Expires: My commission expires:
9	My COMPUSAN GASTON PRODUCTION OF THE PRODUCTION
10	[문화 보통] [발발 [편] : 문화 : 전투 [편] - 문화 : 문화 [편] - [변화 : [편] - [변화 : [편] - [변화 : [편] - [변화 : [편] - [T] - [
11	STATE OF OREGON)) SS
12	County of Klamath)
13	BE IT REMEMBERED, that on this /6 day of May, 1977, before me, the undersigned, a notary public in and for said county and state, personally appeared signed, a notary public in and leaves to the said county and state, busband and wife, known
14	the within named Delos B. Parks, Ji. and John International who executed the within
	instrument and acknowledged to me that they exceeded
15	IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
16	seal the day and year last above written. Lunu Kay Way
17	(SEAL) Notary Public for Oregon My Commission Expires:
18	My commission observed the first of
19	Lewen to County Title
20	Hamach Carry Well
21	
22	## 클릭 :
23	FATE OF OREGON; COUNTY OF KLAMATH; 34.
24	ded for record at request of KLAMATH COUNTY TITLE CO 11;07 19th day of NAY A. D. 1977. at o'clock A.M., and
25	this8740
26	tuly recorded in Vol. M77 of MORTGAGES ON TOGS
27	by laze haze
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