4615 MORTGAGE AND NOTE (CONSUMER CONTRACT) Page 7517

Mortgagor ("Customer") Raymond & Carolee Beall Date 3-15-78

By signing at the bottom of this page, Customer agrees to be bound by the terms stated on this page, including the terms stated in the following disclosures under Federal Law and disclosures under State Law. Customer hereby buys the labor, materials and supplies described as follows: Siding, Roofing, Soffit + Facia, Door + gutter

Address of property to be improved: 344 Torrey Street Klamath Falls Oregon $6514.00

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

DISCLOSURES UNDER FEDERAL LAW

Creditors: Seller: The West Coast Construction Co. ("Dealer")
Intended Assignee of Contract: U. S. National Bank of Oregon.

PHOTOGRAPHED APR 5 1978

Credit Life and Credit Disability Insurance are not required in connection with this contract. No such insurance is provided unless Customer signs below to request the coverage checked:

☐ I desire credit life insurance. The cost for the term of this contract will be $________.

☐ I desire credit life and credit disability insurance. The cost for the term of this contract is $______ for credit life and $______ for credit disability for a total of $______ for both.

'78 APR 18 PM 2 17

Name of Customer to be insured ________

Date ____ Signature of Customer ________

Breakdown

(1) Cash Price		
(a)		$ 6514
(b)		$
(c)		$
(d)		$
Cash Price (Total)		
(2) Cash Downpayment — Total Downpayment		$ 6514
(3) Unpaid Balance of Cash Price (1) minus (2)		$ 0
(4) Charges other than Finance Charge:		$ 6514
(a) Credit Life Insurance Premium for ___ mos.	$ 0	
(b) Credit Disability Ins. Premium for ___ mos.	$ 0	
(c) Document Recording Fees	$ 0	
Total Charges other than Finance Charge		$ 0
(5) Unpaid Balance — Amount Financed (3) plus (4)		$ 6514.
(6) FINANCE CHARGE		$ 2848.64
(7) ANNUAL PERCENTAGE RATE		10.98 %
(8) Total of Payments (5) plus (6)		$ 9362.64
(9) Deferred Payment Price (1) plus (4) plus (6)		$ 9362.64

Payments. Customer will pay to Dealer the Total of Payments shown above in 84 equal consecutive monthly payments of $ 111.46 each which will be made on the same day of each month, with the first payment due on April 30 1978 and the final payment due on March 30 1985.

Grant of Mortgage and other Security. The Total of Payments stated above and all other sums owing under this contract are secured by the "Security" stated below:

1. A mortgage which Customer hereby grants to Dealer on the following "Property" in Klamath Falls County, State of Oregon, including all additions and improvements now and hereafter erected thereon: Lots 5 & 6 Block 9 Klamath Lake Addition City of Klamath Falls, Klamath County, State of Oregon.

The following are events of default under the mortgage: (1) Customer fails to make any payment on this contract when due; (2) Customer fails to insure the Property and keep it in good order and repair; required insurance may be obtained through any person Customer chooses subject to Dealer's right to refuse to accept an insurer for reasonable cause; (3) Customer fails to pay all taxes, assessments, liens, and other encumbrances which might take priority over this mortgage when they are due. After a default and subject to customer's right of redemption and other rights under law, the mortgage may be foreclosed and the Property sold to pay this contract.

2. Dealer's statutory lien for performing labor upon and furnishing any material to be used in the construction of an improvement located on the Property. Upon default the lien may be foreclosed and subject to provisions of law all or part of the Property may be sold to pay this contract.

3. Dealer's right of setoff. Subject to limitations under law, Dealer may after a default pay amounts Customer owes on this contract out of money Dealer then owes Customer.

Rebate on Prepayment in Full. Customer may prepay the entire amount owing under this contract at any time. If the entire amount owed under this contract is paid before the scheduled date of the final payment, whether by cash, refinancing, or otherwise, the Customer will receive a rebate of unearned finance charge computed in the following way: Dealer will deduct and retain from the Finance Charge shown above an acquisition fee of $10 if the Cash Price stated above is $100 or less, $15 if the Cash Price is $100.01 to $250, $25 if the Cash Price is $250.01 to $500, or $50 if the Cash Price is more than $500; the rule of 78's will be applied to the part of the Finance Charge that remains after deducting the acquisition fee; a rebate will not be made unless the rebate amount is $1.00 or more.

Default and Late Charges. For each payment made 10 days or longer after its scheduled date, Customer will pay a late charge of 5% of the scheduled payment or $5.00, whichever is less. Customer will be liable for any expenses that Dealer may incur to insure Dealer's interest in the Property and to pay off taxes, assessments, liens and encumbrances on the Property, if Customer fails to do so, together with interest at 10% a year from the time such expenses are incurred until they are paid. If payments are not made as agreed, or any other default under this contract occurs, Dealer may, at Dealer's option, and without notice, declare the entire amount owing under this contract immediately due, in which case Dealer will credit Customer with a rebate of any unearned finance charge computed in the same way as for a prepayment. After any default Customer will be liable for the following reasonable costs of collection incurred: (1) reasonable amounts spent in repossessing, foreclosing, holding, preparing for disposition, and disposing of the Security; (2) reasonable lawyers' fees, including any for appeals that are paid or owed to lawyers who are hired to collect the contract or to foreclose the mortgage or other Security and who are not Dealer's salaried employees, or that are set by a court; (3) any court costs and disbursements set by a court.

ADDITIONAL DISCLOSURES UNDER STATE LAW

NOTICE: The seller (Dealer) intends to sell this contract to U.S. National Bank of Oregon at Ontario, Oregon **CONSUMER PAPER** ______ (mailing address), which, if it buys the contract, will become the owner of the contract and your creditor. After the sale of this contract, all questions concerning either terms of the contract or payments should be directed to the buyer of the contract at the address indicated above.

The undersigned acknowledges receipt of a completed copy of this contract.

Contract Accepted By: The West Coast Construction Co. (Dealer)

By: W. B. Smith Jr. (Name and Title)

Mortgagor (Customer) Raymond C. Beall

M59726

Mortgagor (Customer) Carolee C. Beall

Business Address: PO Box 2684 Boise Idaho

Address: 344 Torrey St. K Falls Oregon

Witness: William Colyan

70-1873 10/77

7518

STATE OF OREGON)
) ss.
County of Malheur)

On this 21st day of March, 1978, before me personally appeared William Colgan witness, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a witness thereto. He, being duly sworn by me, stated that he resides in Ore. County, Oregon; that he was present and saw Raymond C. Beall and Carolee B. Beall personally known to him to be the signers of the foregoing instrument as parties thereto, sign and deliver the same and he heard them acknowledge that they executed the same, and that he, the witness, thereupon signed his name as a witness thereto at the request of said Raymond C. Beall and Carolee B. Beall.

Della E. Johnson
Notary Public for Oregon
My Commission expires: 4-10-81

DEALER (CONTRACTOR'S) CERTIFICATE OF COMPLETION

I hereby warrant that all materials and supplies listed on the face hereof or on any exhibits hereto have been furnished and paid for and that all laborers and subcontractors have been paid or will be paid promptly. I further certify that the writing on the face hereof, as supplemented by any attached exhibits, contain the entire agreement between the Dealer (contractor) and Customer (buyer) and that the improvements have not been misrepresented.

Date Signed 3-21-78

Dealer M. West Construction Co Inc

Title Pres.

By [signature]

ENDORSEMENT AND ASSIGNMENT

The undersigned Dealer hereby sells, endorses, and assigns the contract, assigns the mortgage, and conveys all the Dealer's right, title and interest in the Property, to United States National Bank of Oregon.

Dealer represents and warrants that the within agreement is valid and enforceable against Customer, and that there is unpaid thereon the full amount represented as being owing thereon, which amount is not and will not be subject to any defense, setoff or counterclaim whatsoever, or want of legal capacity on the part of Customer. Dealer shall indemnify and hold harmless the Assignee against all claims and defenses, whether valid or invalid, relating to labor, materials, and supplies purchased by Customer or acts or omissions of Dealer including, without limitation, any based on the Federal Consumer Credit Protection Act or other state or federal law.

M. West Construction Co Inc.
[signature]

STATE OF OREGON)
) ss.
County of Malheur)

Before me appeared the within-named and acknowledged the foregoing instrument to be his voluntary act and deed.

Della E. Johnson
Notary Public for Oregon
My commission expires: 4-10-81

Mortgage

TO

ASSIGNED TO
UNITED STATES NATIONAL BANK OF OREGON

STATE OF OREGON)
) ss.
County of Klamath)

I certify that the within instrument was received for record on the 18th day of April 19 78 at 2:17 o'clock P M. and recorded in Book M78 on Page 7517 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne
County Clerk (Recorder)

By [signature] Deputy

Fee $6.00

AFTER RECORDING RETURN TO

U.S. National Bank
[illegible] Office
[illegible] Address
[illegible] Oregon
Department