

71A 38-14446

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This Indenture, made this 12th day of May, 1978, between
SWAN LAKE MOULDING COMPANY, an Oregon Corporation and DALE M. ZERULL AND
LESLEY M. ZERULL, Husband and Wife hereinafter
called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a national banking association, hereinafter
called "Mortgagee";

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby
grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in

Klamath County, Oregon, to wit:

See Legal Description attached, EXHIBIT "A"

See Agreement attached hereto as EXHIBIT "B"

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise
appertaining; also all such apparatus, equipment and fixtures now or hereafter situate on said premises, as are ever
furnished by landlords in letting unfurnished buildings similar to the one situated on the real property hereinabove
described, including, but not exclusively, all fixtures and personal property used or intended for use for plumbing,
lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors, and
shelving, counters, and other store, office and trade fixtures; also the rents, issues and profits arising from or in
connection with the said real and personal property or any part thereof.

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the
said real property, that he is the absolute owner of the said personal property, that the said real and personal property
is free from encumbrances of every kind and nature, and that he will warrant and forever defend the same against the
lawful claims and demands of all persons whomsoever.

N-127 2-70 - INDIVIDUAL - RESIDENTIAL OR BUSINESS

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This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor kept and performed, and to secure the payment of the sum of \$99,338.00 and interest thereon in accordance with the tenor of a certain promissory note executed by

Dale M. Zerull and Lesley M. Zerull

dated May 12, 1978, payable to the order of the Mortgagee in installments not less than \$_____, each, _____ only interest, on the _____ first day of each _____ month commencing July 1, _____ until December 1, 1978, when the balance then remaining unpaid shall be paid.

*Thereafter, 240 equal monthly installments (20 years) of \$958.63 principal and interest commencing January 1, 1979 and the first day of each month thereafter until December 1, 1998 when the whole sum of principal and interest then unpaid shall be paid. PROVIDED, HOWEVER, notwithstanding the terms of the Note described above, Mortgagee shall have the unconditional right to demand payment in full of the entire principal balance, with accrued interest to the date of payment, anytime after 10 years from the date of the first principal payment by giving 120 days written notice to the Mortgagor. The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

INITIAL
HERE

INITIAL
HERE

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HERE

1. That he will pay, when due, the indebtedness hereby secured, with interest, as prescribed by said note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.

2. That he will not commit or permit strip or waste of the said premises or any part thereof; that he will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that he will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that if any of the said property be damaged or destroyed by any cause, he will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.

3. That he will, at his own cost and expense, keep the building or buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof, insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount hereby secured, in which event the (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagee shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required, shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the expiration of any policy or policies he will deliver to the Mortgagee satisfactory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provision by which the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the performance of such condition or the existence of any facts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagee will do such acts and things and obtain such further insurance as the Mortgagee may require; that the Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagee.

5. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagee may, at its option, but without any obligation on its part so to do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 8% per annum and shall be secured hereby.

6. That he will not, without the prior written consent of Mortgagee, transfer his interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may, in its discretion, impose a service charge not exceeding one percent of the original amount of the indebtedness hereby secured and may increase the interest rate on the indebtedness hereby secured by not more than one percent per annum.

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7. That, if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

8. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

9. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payment or grant renewals of indebtedness hereby secured for any term, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box.

In Witness Whereof, the Mortgagor S. ha. ve hereunto set their hand s and seal s the day and year first hereinabove written.

SWAN LAKE MOULDING COMPANY, an Oregon Corporation

By Dale M. Zerull (SEAL)

By Lesley M. Zerull (SEAL)

Dale M. Zerull
Lesley M. Zerull (SEAL)

(SEAL)

(SEAL)

STATE OF OREGON

County of Klamath } ss.

May 12 A.D. 1978

Personally appeared the above-named Dale M. Zerull and Lesley M. Zerull

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(Notary Seal)

[Signature]
Notary Public for Oregon.

My Commission Expires: 11-30-1981

Parcels of land in the NW $\frac{1}{4}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

PARCEL 7. Starting at the Northwest corner of Section 3, Township 39 South, Range 9 East, W.M., Oregon, and running thence South $00^{\circ}00\frac{1}{2}'$ East along the Westerly boundary of Section 3, 977.8 feet, more or less, to its intersection with a line parallel with and 50 feet distant at right angles Southwesterly from the center line of the Dalles-California State Highway, also known as South Sixth Street as the same is now located and constructed; thence South $55^{\circ}52\frac{1}{2}'$ East along said parallel line 2322.07 feet; thence at right angles to South Sixth Street South $34^{\circ}07\frac{1}{2}'$ West 58 feet to Point F, the true beginning point of this description from which a cross chiseled in the sidewalk bears North $34^{\circ}07\frac{1}{2}'$ East 70 feet; thence North $55^{\circ}52\frac{1}{2}'$ West 61 feet to Point G, from which a cross chiseled in the sidewalk bears North $34^{\circ}07\frac{1}{2}'$ East 70 feet; thence South $34^{\circ}07\frac{1}{2}'$ West 119.61 feet to Point H; thence South $66^{\circ}57\frac{1}{2}'$ East 62.15 feet to Point E; thence North $34^{\circ}07\frac{1}{2}'$ East 107.65 feet to the point of beginning.

PARCEL 8: Beginning at said Point A; thence North $55^{\circ}52\frac{1}{2}'$ West 121 feet to Point G; thence North $34^{\circ}07\frac{1}{2}'$ East 68 feet to the South line of South Sixth Street; thence South $55^{\circ}52\frac{1}{2}'$ East along said line 121 feet; thence South $34^{\circ}07\frac{1}{2}'$ West 68 feet to the point of beginning.

PARCEL 9. Beginning at said Point G; thence South $34^{\circ}07\frac{1}{2}'$ West 119.61 feet to Point H; thence North $66^{\circ}57\frac{1}{2}'$ West 102.51 feet; thence North $34^{\circ}07\frac{1}{2}'$ East 139.34 feet; thence South $55^{\circ}52\frac{1}{2}'$ East 100.59 feet to the point of beginning.

PARCEL 10. Beginning at said Point G; thence North $55^{\circ}52\frac{1}{2}'$ West 100.59 feet, thence North $34^{\circ}07\frac{1}{2}'$ East 68 feet to the South line of South Sixth Street; thence South $55^{\circ}52\frac{1}{2}'$ East 100.59 feet; thence South $34^{\circ}07\frac{1}{2}'$ West 68 feet to the point of beginning.

PARCEL 11. Beginning at said Point D; thence North $66^{\circ}57\frac{1}{2}'$ West 225.80 feet; thence South $34^{\circ}07\frac{1}{2}'$ West 30.57 feet to the Northerly right of way line of the Oregon California and Eastern Railway Company; thence South $66^{\circ}57\frac{1}{2}'$ East along said line 225.80 feet; thence North $34^{\circ}07\frac{1}{2}'$ East 30.57 feet to point of beginning.



NOTWITHSTANDING anything herein contained to the contrary, it is expressly agreed and understood by and between and among the parties hereto as follows, to-wit:

1. That Swan Lake Moulding Company, of Mortgagors, is the owner of the above described real property.
2. That Dale M. Zerull and Lesley M. Zerull, of Mortgagors, is the lessee under a leasehold agreement with said Swan Lake Moulding Company for a term of 30 years and will construct thereon a store, and said Dale M. Zerull and Lesley M. Zerull is or will be the owner of all personal property to be placed in the said store.
3. That Swan Lake Moulding Company, of Mortgagors, has not signed the Promissory Note herein described and assumes no liability for payment of same or any part thereof nor for payment of any other sums which Mortgagors agree to pay by the terms of this Mortgage. That Swan Lake Moulding Company is executing this Mortgage pledges only its interest in said real property for payment of said Note and Mortgagee upon foreclosure will not be entitled to any judgment against Swan Lake Moulding Company for payment thereof. That the covenants for additional security in said Mortgage apply only to Zerull.
4. That Mortgagee shall give Swan Lake Moulding Company written notice of any default by the Mortgagors in its Note or Mortgage obligation, and notwithstanding foreclosure covenants contained in this Mortgage Swan Lake Moulding Company shall have not less than 90 days after written notice from Mortgagee within which it may, at its option, cure any default prior to the institution of foreclosure proceedings by Mortgagee and further that until said notice to Swan Lake Moulding Company and the expiration of 90 days the balance of the unpaid principal and accrued interest and all indebtedness secured by this Mortgage shall not be deemed to have been accelerated by virtue of any default so as to render the total indebtedness due and payable but Swan Lake Moulding Company shall have the opportunity to reinstate by curing the then existing defaults.

Dated at Klamath Falls, Oregon this 17th day of May, 1978.

SWAN LAKE MOULDING COMPANY, an Oregon Corporation

By [Signature]

By [Signature]

FIRST NATIONAL BANK OF OREGON

By [Signature]

[Signature]
Dale M. Zerull


[Signature]
Lesley M. Zerull

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STATE OF OREGON)
) ss.
COUNTY OF Klamath)

May 12, 1978

Personally appeared Alfred D. Collier
and Dorothy V. Collier who being duly sworn, did say
that they are President and Secretary,
respectively of Swan Lake Moulding Company, a Corporation
and that the seal affixed to the foregoing instrument, if any, is the corporate
seal of said corporation and that said instrument was signed in behalf of said
corporation by authority of its board of directors and their
_____ acknowledged said instrument to be its voluntary
act and deed. Before me:



Notary Public for
My Commission Expires: Nov 30 - 1981

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STATE OF OREGON,

COUNTY OF Klamath

Personally appeared Sandra Mongrain

May 12 A.D. 1978

who, being duly sworn did say that she is the Assistant Cashier
of FIRST NATIONAL BANK OF OREGON, and that the said instrument was signed in behalf of
said corporation by authority of its Board of Directors; and he acknowledged said in-
strument to be its voluntary act and deed. Beford me:

(Notary Seal)

[Signature]
Notary Public for Oregon

My Commission Expires 1-5-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of First National Bank

on 16 day of May A. D. 19 78 at 10:36 clock A.M., on

truly recorded in Vol. M78, of Mortgage on Page 10173

Fee \$21.00

Wm D. MILNE, County Clerk

By [Signature]

Return to

1st Natl Bank of Or.
RECD 1-7 Income Prop.
PO Box 313
Portland Or 97208