

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) to declare the full unpaid balance immediately due and payable; (3) to specifically enjoin the vendor from performing any of the covenants contained in this agreement, by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enjoin this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and before the premises aforesaid shall revert and revert to vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for any improvements made, (as absolutely, fully and perfectly as if this agreement had never been made.)

Should vendee, while in default, permit the premises to become vacant, vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor, he shall be deemed to have waived his right to exercise any of the foregoing rights.

Vendor he shall not be deemed to have waived his right to exercise any or all of the rights and remedies herein contained, if such suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable costs of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if no appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal as stated in article 18 of this instrument.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right hereunder to enforce the same, nor, shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter and that generally all grammatical changes shall be made, presumed and implied to make the provisions hereof apply equally among individuals. \$0.000.00

This agreement shall bind and insure to the benefit of, on the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

It is understood by the parties that there is a certain Mortgage, given to secure an indebtedness with interest thereon, dated March 22, 1978, recorded Marcy 27, 1978, in Vol. M78, page 5764, records of Klamath County, Oregon, wherein Vane J. Day and Betty L. Day, who took title as Betty L. Friend, are Mortgagor, and Certified Mortgage Co., an Oregon corporation, is Mortgagee. The beneficial interest thereof was assigned by instrument dated April 20, 1978, recorded April 21, 1978, in Vol. M78, page 7831, records of Klamath County, Oregon, to Taylor Cooper or Betty Cooper husband and wife, which Mortgage shall be the sole obligation of the Sellers herein and Sellers agree that said mortgage shall be paid in full prior to the payoff of this Contract of Sale.

Return to MTC

STATE OF OREGON

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,
County of Klamath

BE IT REMEMBERED, That before me, the undersigned, a Notary P
named **VANE J. DAY** and **BE
MILLER** and **JOHN PATTON**,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

卷之三

5-1415 OF ONE

Notary Public for Oregon
My Commission expires 8-23-81

561

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

on the 8th day of January A.D. 1979 at 11:44 o'clock A.M., and
duly recorded in Vol. M79, of Deeds

on Page 539

Wm D. MILNE, County Clerk

Bernice H. Nelson

Fee \$9.00

21
6

50679

57290

THE MORTGAGOR

MTC 7086

NOTE AND MORTGAGE

166 20-00

Vol. M79 Page
71 Page 562

WILLARD F. NILSON AND CONSTANCE B. NELSON, husband and wife
mortgagors to the STATE OF OREGON, represented by
law firm of

50629
07290
EXHIBIT C
THE MORTGAGOR

MTC 2086
NOTE AND MORTGAGE

166 28-00

Vol. M-9 Page
71 Page 257542

WILLARD F. NELSON AND CONSTANCE B. NELSON, husband and wife
mortgagors to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath

The Northerly one-half of the following described real property, to wit:

A tract of land situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian in Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which lies North 89° 40' East along the forth line a distance of 780.0 feet and North 1° 02' West a distance of 298.4 feet from the iron pin which marks the intersection of 4th Avenue and 4th Street of ALTAMONT ACRES, which point of intersection is also the Southwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian and running thence; North 89° 40' East a distance of 224.4 feet to an iron pin which lies on the Westerly right of way line of the U.S.R.S. drain ditch; thence North 4° 22' West along the said Westerly right of way line of the U.S.R.S. Drain a distance of 128.8 feet to an iron pin; thence South 89° 40' West a distance of 216.7 feet to an iron pin; thence South 1° 02' East a distance of 128.4 feet more or less to the point of beginning, said tract being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian in Klamath County, Oregon.

E. M. G. J. CO.

TOGETHER WITH THE FOLLOWING DESCRIBED MOBILE HOME WHICH IS FIRMLY AFFIXED TO THE PROPERTY: Year/1977, Make/Fleetwood, Serial Number/2430X and X2430X WAFL2A752310553, C-23, M-71
Size 24 x 60,
together with the tenements, hereditaments, rights, privileges, and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cabinets, built-ins, linoleum and floor coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, flora, or timber, now growing or hereafter planted or growing thereon; and any replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land, and all of the rents, issues, and profits of the mortgaged property;

to secure the payment of Forty Thousand Nine Hundred and no/100-

(\$40,900.00), and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Forty Thousand Nine Hundred and no/100-
Dollars (\$40,900.00-), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9 percent per annum until such time as a different interest rate is established pursuant to ORS 407.072, principal and interest to be paid in lawful money of the United States at the office of the Director of Veterans' Affairs in Salem, Oregon, as follows:
\$291.00 on or before January 1, 1979, and \$291.00 on the 1st of each month thereafter, plus ONE-twelfth of the ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest and advances shall be fully paid; such payments to be applied first as interest on the unpaid balance, the remainder on the principal.

The due date of the last payment shall be on or before December 1, 1998.

In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.

This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at Klamath Falls, Oregon

October 25

Willard F. Nelson
Constance B. Nelson

1978
Constance B. Nelson

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this covenant shall not be extinguished by foreclosure, but shall run with the land.

MORTGAGOR FURTHER COVENANTS AND AGREES:

1. To pay all debts and moneys secured hereby;
2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal or demolition of any buildings or improvements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in accordance with any agreement made between the parties hereto;
3. Not to permit the cutting or removal of any timber except for his own domestic use; not to commit or suffer any waste;
4. Not to permit the use of the premises for any objectionable or unlawful purpose;
5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
6. Mortgagor is authorized to pay all real property taxes assessed against the premises and add same to the principal, each of the advances to bear interest as provided in the note;
7. To keep all buildings unceasingly insured during the term of the mortgage, against loss by fire and such other hazards as company or companies and in such an amount as shall be satisfactory to the mortgagor; to deposit with the mortgagor all such policies with receipts showing payment in full of all premiums; all such insurance shall be made payable to the mortgagor; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires.

543

23978

8. Mortgagor shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same to be applied upon the indebtedness;

9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagor;

10. To promptly notify mortgagor in writing of a transfer of ownership of the premises or any part or interest in same, and to furnish a copy of the instrument of transfer to the mortgagor; a purchaser shall pay interest as prescribed by ORS 407.070 on all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and effect.

The mortgagor may, at his option, in case of default of the mortgagor, perform same in whole or in part and all expenditures made in so doing including the employment of an attorney to secure compliance with the terms of the mortgage or the note shall draw interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagor without demand and shall be secured by this mortgage.

Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified in the application; except by written permission of the mortgagor given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagor to become immediately due and payable without notice and this mortgage subject to foreclosure.

The failure of the mortgagor to exercise any options herein set forth will not constitute a waiver of any right arising from a breach of the covenants.

In case of foreclosure is commenced, the mortgagor shall be liable for the cost of a title search, attorney fees, and all other costs incurred in connection with such foreclosure.

Upon the breach of any covenant of the mortgage, the mortgagor shall have the right to enter the premises, take possession, collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagor shall have the right to the appointment of a receiver to collect same.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 407.010 to 407.270 and any subsequent amendments thereto, and to all rules and regulations which have been issued or may hereafter be issued by the Director of Veterans' Affairs pursuant to the provisions of ORS 407.020.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

J.W.
CN

The mobile home described on the face of this document is a portion of the property secured by this Note & Mortgage.

This mortgage is being rerecorded because of an error in the serial number of the mobile home.

This is one and the same mortgage as filed for recording, dated October 24, 1978, and recorded October 25, 1978, in M78, page 23977, Microfilm records of Klamath County.

IN WITNESS WHEREOF, The mortgagors have set their hands and seals this 25 day of October 1978.

Willard F. Nelson

Willard F. Nelson

Constance B. Nelson

Constance B. Nelson

(Seal)

(Seal)

(Seal)

ACKNOWLEDGMENT

County of Klamath

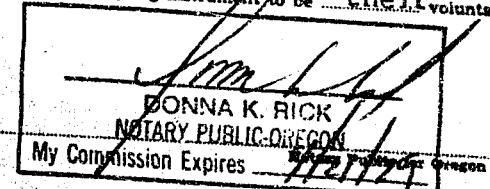
STATE OF OREGON: I AGREE THAT THE FOREGOING INSTRUMENT WAS DULY EXECUTED AND THAT I AM A NOTARY PUBLIC IN THE STATE OF OREGON.

Before me, a Notary Public, personally appeared the within named Willard F. Nelson and Constance B. Nelson,

B. Nelson

act and deed, his wife, and acknowledged the foregoing instrument to be their voluntary

WITNESS by hand and official seal the day and year last above written.



My Commission expires

MORTGAGE

P00224

FROM _____ TO Department of Veterans' Affairs

STATE OF OREGON,

County of Klamath

{ss}

I certify that the within was received and duly recorded by me in Klamath County Records, Book of Mortgages.

No. M78, Page 23977, on the 25th day of October, 1978, M. D. MILNE, Klamath County Clerk.

By *Brentha Shetech*, Deputy.

Filed October 25, 1978
Klamath Falls, Oregon

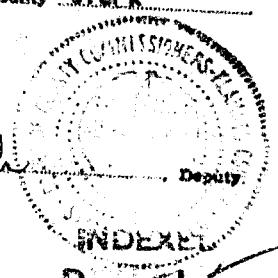
County of Klamath

After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
General Services Building
Salem, Oregon 97310

Form L-4 (Rev. 5-71)

Fee \$6.00

HOLE WHO RECEIVED



5c

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Mountain Title Co

the 8th day of January A.D. 1979 at 11:44 o'clock A.M., or
fully recorded in Vol. M79, of Mortgages on Page 542

Wm D. MILNE, County Clerk
Betheltha W. Milne

Fee \$9.00

21

60680

Vol. 79 Page 545

60680

73 Jun 3 PM 1 47

ORDER FROM

FILL-A-PART BUSINESS FORMS
CHICAGO, ILL. PHONE: 841-3266

STANDARD FORM

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
 2. Remove Secured Party and add copies and send other 3 copies with information concerning paper to the filing officer. Each copy to the filing officer with one or three copies of the financing statement, schedules of collateral, indentures, etc.; make copies on one paper that is convenient for the secured party. Indicate the number of additional sheets attached.
 3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheet, copy by 8" x 8" or 8" x 10". Only one copy of each additional sheet need be presented to the filing officer with one or three copies of the financing statement, schedules of collateral, indentures, etc.; make copies on one paper that is convenient for the secured party. Indicate the number of additional sheets attached.
 When a copy of the security agreement is used as a financing statement it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
 At the time of original filing, filing officer may require that the secured party sign a Termination Legend and use third copy as a Termination Statement.

This Financing Statement is presented to a filing officer for filing.

1. Secured Party (Name First) and Addressed:

Empire Building Supply, Inc.
111 Spring Street
Klamath Falls, Oregon 97601

2. Security Party (Name First)

SECURITY CAPITAL LEASING, INC.
312 South Fourth Street
Louisville, Kentucky 40202
"Owner-Lessor"

LESSEE

Over \$100,000

This financing statement covers the following type(s) of item(s) of property:

One (1) lot CHILDS store fixtures, shelving, equipment and accessories. See attached detailed Schedule A. This equipment to be located at 111 Spring Street, Klamath Falls, Klamath County, Oregon 97601.

Date: [3], Maturity date (if any)
For Filing Officer (Date, Time, Number, and Filing Office)

5. Assignee(s) of Secured Party and Address(es)

I declare under penalty of perjury that the above signature does perfect a security interest in collateral. (check if so) which is subject to a security interest in another jurisdiction when it was brought into this state. which is proceeds of the following collateral described above in which a security interest has been perfected: covered: Proceeds of Collateral and Proceeds of Collateral acquired since filed. No. of additional sheets presented:

Filed with: Klamath County Recorder

Empire Building Supply, Inc. (Lessor)

X Dale C. [Signature]
Signature of DistractorSECURITY CAPITAL LEASING, INC. (Lessor)
X [Signature] [Signature] [Signature]
Signatures of Secured Party(s)

STANDARD FORM - FORM UCC-1

(1) Filing Officer Copy — Alphabetical

EXHIBIT "A" - SCHEDULE OF EQUIPMENT

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PAGE 1 OF 3 PAGES.

FORMING PART OF LEASE AGREEMENT NO. 2193 SF BETWEEN Empire Building Supply, Inc.,
LESSOR, AND SECURITY CAPITAL LEASING, LESSOR,
EQUIPMENT LOCATED AT, 111 Spring Street, Klamath Falls, Klamath Cty., Oregon 97601.

QUANTITY	DESCRIPTION OF LEASED EQUIPMENT (Hereinafter Called "Equipment") Make, Model #, Serial #, Other Identification.
13	One (1) lot CHILDS store fixtures, shelving, equipment and accessories as follows:
57	W22-9648 Starter
4	W22-9648 Add on
1	W22-9636 Add on
21	W16-5448 Add on
2	W14-6036 Starter
4	W16-5448 Starter
15	G18-6048 Starter
6	G18-6048 Add on
27	G18-6648 Starter
8	G18-6648 Add on
39	G18-7848 Starter
2	G18-7848 Add on
6	STG-18-6048 Starter
1	STG18-6048 Add on
5	STG18-6648 Starter
1	STG18-6648 Add on
5	STG18-7848 Starter
3	STG18-7848 Add on
21	BP-4748 Peg back-54
2	BP-5936 Peg back-60
43	CPE 3496 Box corner
194	SC1248-4 Shelves
155	SC1448-4 "
122	SC1648-4 "
36	SC1848-4 "
5	SC2048-4 "
42	SC2248-4 "
4	SC1236-3 "
4	SC1436-3 "
2	SC1636-3 "
4	SC1836-3 "
5	SL1448-4NT Shelves
26	GSF 12-48 Glass frame
8	GSF 14-48 " "
4	GSF 16-48 " "
2	GSF 14-36 " "
3	GSF 16-36 " "
22	WCS 96 Starter canopy
4	WCS 96 Add on "
	WCS 36 Add on "

JC, 4
12