

K-3 1958  
U.S. Creditcorp

68261

MORTGAGE

Vol. <sup>m</sup>79 Page 12804

Mortgagor ("Owner"): Richard K. Newman  
Arla R. Newman  
Owner's Address: 3730 Homedale Rd.  
Klamath Falls, Oregon 97601

Date: May 30, 19 79  
Medford, Oregon  
Mortgagee ("Lender"): U. S. Creditcorp  
Address: 259 Barnett Rd., Suite 1  
Medford, Oregon 97501

1. Owner mortgages to Lender, on the terms set out below, the following "Property" in Klamath County, State of Oregon, including all improvements now and hereafter erected thereon:

see legal description attached

2. This Mortgage secures the repayment of all amounts owed on a loan evidenced by a promissory note ("Note") signed by Richard K. Newman and Arla R. Newman ("Borrower") which is payable to Lender. The Note is dated May 30, 1979, and the original Loan Amount is \$ 56,350.00. The interest rate charged on the Note is:

- ☒ a. 17.0 % per year on the unpaid part of the Loan Amount.  
☐ b. \_\_\_\_\_ % per year on the unpaid part of the Loan Amount that is not over \$300,  
\_\_\_\_\_ % per year on the unpaid part of the Loan Amount that is over \$300 but not over \$1,000,  
and \_\_\_\_\_ % per year on the unpaid part of the Loan Amount that is over \$1,000 but not over \$5,000.

The scheduled payments on the Note are: 180 payments of at least \$ 867.23 each month until the entire Loan Amount, with interest, is paid; the first payment is due on July 4, 1979 and the final payment of the entire unpaid Loan Amount, with interest, is due on the maturity date, which is June 4, 1994; or \_\_\_\_\_

Lender may without notice renew or extend the Note, and this Mortgage shall secure all such extensions and renewals whether or not the extensions and renewals are longer than the original period of the Note.

3. Owner agrees to perform all acts necessary to insure and preserve the value of the Property and Lender's interest in it, including but not limited to the following acts:

3.1 Owner will keep the Property in good condition and repair. Unless Lender expressly waives the requirement in writing, Owner will insure the Property, by policies payable to Lender under Lender's loss payable endorsement, for fire and extended coverage, and also against all other risks that Lender may require. The amount of insurance must be enough to pay 100% of any loss, up to the balance owed on the loan, despite the effect of any co-insurance clause. Owner will provide Lender with proof of such insurance satisfactory to Lender. Lender may inspect the Property at any time.

3.2 Owner will not sell or otherwise transfer any interest in the Property, or offer to do so, without Lender's written consent.

3.3 Owner will pay all taxes, assessments, liens and other encumbrances on the Property which might take priority over this Mortgage when they are due.

4. If Owner fails to perform any of the agreements made in Section 3, Lender may pay for the performance of the agreements and add the cost to the Loan Amount, on which interest is calculated. Owner will pay Lender the costs immediately or in increased payments, whichever Lender demands.

5. The following are events of default under this Mortgage:

5.1 The promised payment amounts on the Note are not paid by the promised payment dates, or there is a failure to perform any agreement in the Note.

5.2 Owner fails to perform any of the agreements made in Section 3, whether or not Lender has paid for the performance of the agreement.

5.3 There is a default under any other agreement that secures the Note.

5.4 Any signer of this mortgage or any signer of the Note misrepresented or falsified any material fact in regard to either the Property, the financial condition of any signer of the Note or any guarantor or surety for the Note, or the application for the loan evidenced by the Note.

5.5 The property is damaged, destroyed, sold, levied upon, seized, attached, or is the subject of any foreclosure action.

5.6 Any signer of this Mortgage, any signer of the Note, or any guarantor or surety for the Note, dies, becomes insolvent, makes an assignment for creditors or is the subject of any bankruptcy or receivership proceeding.

5.7 Any partnership or corporation that has signed the Note or this mortgage, or is a guarantor or surety for the Note, dissolves or terminates its existence.

6. After default, Lender may take one or more of the following actions at Lender's option, without notice to Owner:

6.1 Lender may continue to charge interest on the unpaid part of the Loan Amount at the rate of interest specified in section 2 above.

6.2 Lender may declare the entire unpaid amount owed on the loan, including interest, to be due and payable immediately.

6.3 Lender may, with respect to all or any portion of the Property, exercise the right to foreclose

this Mortgage by judicial foreclosure in accordance with applicable law.

6.4 Lender may, by agent or by court-appointed receiver, enter upon, take possession of and manage the Property, and collect the rents from the Property, provided the Property is not then the farm lands or homestead of Owner. Lender shall be entitled to appointment of a receiver, whether or not the apparent value of the Property exceeds the amount that is owed on the Note and this Mortgage. The receiver shall serve without bond, if the law permits it.

6.5 Owner will be liable for all costs and disbursements Lender may be entitled to by law in connection with any action, suit, or proceeding to collect any amount Owner owes, or to foreclose upon the Property.

6.6 If Lender refers the Note or this Mortgage to a lawyer who is not Lender's salaried employee, Owner will pay Lender reasonable fees that Lender actually pays the lawyer, including any for appeals;

7. The rights of Lender under this Mortgage are in addition to Lender's rights under any other agreements or under the law; Lender may use any combination of those rights.

8. Lender is not required to give Owner any notice, except notices that are required by law and cannot be given up by Owner. Any notice Lender must give to Owner will be considered given when mailed to Owner at the address shown as "Owner's address" on front. Except in situations for which a longer notice period is specifically provided by law, Owner agrees that 10 days notice is reasonable notice.

9. Lender may require Owner to perform all agreements precisely and on time, even if Lender may at other times have given Owner extra time or may not have required precise performance.

10. Lender will satisfy this Mortgage when the entire amount owed has been paid in full. However, Owner will pay the fee for filing the satisfaction.

11. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied on the Note. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Owner and Lender in connection with the condemnation. If any proceedings in condemnation are filed, Owner shall promptly take such steps as may be necessary to defend the action and obtain the award.

12. Special provisions (if any):

Richard K. Newman  
Richard K. Newman  
Arla R. Newman  
Arla R. Newman

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON )  
County of Klamath ) ss

May 30, 1979

Personally appeared the above-named Richard K. Newman and Arla R. Newman and acknowledged the foregoing instrument to be their voluntary act.

Before me:

[Signature]  
Notary Public for Oregon  
My commission expires: 12-28-80

#### CORPORATE ACKNOWLEDGMENT

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss

19\_\_\_\_

Personally appeared \_\_\_\_\_, and \_\_\_\_\_, who, being sworn, stated that \_\_\_\_\_ he, the said \_\_\_\_\_ is a \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ he, the said \_\_\_\_\_ is a \_\_\_\_\_ of \_\_\_\_\_ Mortgagor corporation and that the seal affixed hereto is its seal and that this Mortgage was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors.

Before me:

Notary Public for Oregon  
My commission expires:

#### PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss

19\_\_\_\_

Personally appeared the above-named \_\_\_\_\_, who, being duly sworn, did say that \_\_\_\_\_ is a general partner of \_\_\_\_\_, a partnership, and acknowledged that said instrument was executed freely and voluntarily on behalf of said partnership, and by authority thereof.

Before me:

Notary Public for Oregon  
My commission expires:

Note: Do not use this mortgage to secure loans of less than \$2,000.00, which bear interest at a rate in excess of 10% per year.

PARCEL 1:

All that portion of Tract 48 of Homedale, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon, described as follows:

Beginning at a point in the West right of way line of the County Road known as Homedale Road, which bears South 0°20' West 258.4 feet from the Northeasterly corner of said Tract No. 48, and running thence North 43°30' West parallel with First Avenue in Homedale 201.8 feet; thence at right angles North 46°30' East 60 feet; thence at right angles South 43°30' East 139 feet, more or less, to the Westerly right of way line of said Homedale Road; thence South 0°20' West 86.61 feet, more or less, to the place of beginning.

PARCEL 2:

All that portion of Tract No. 48 of Homedale, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at the most Southerly corner of said Tract No. 48; thence North 54°30' West 194.5 feet; thence North 43°30' West 65.9 feet; thence North 46°30' East 121 feet; thence South 43°30' East 168.4 feet, more or less, to the Westerly line of Homedale Road; thence South 0°20' West along the Westerly line of Homedale Road 121.5 feet, more or less, to the point of beginning.

PARCEL 3:

All that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, lying North of the right of way of the Great Northern Railway, EXCEPTING THEREFROM that portion lying within Summers Lane or Johns Avenue right of ways.

Richard K. Newman  
Richard K. Newman

Arla R. Newman  
Arla R. Newman

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Klamath County Title Co.

on the 4th day of June A. D. 1929 at 11:00 clock A.M., and

is recorded in Vol. 1179 of Mortgages on Page 12804

Wm D. MILNE, County Clerk

Fee \$9.00

By Berntha Holoch