

no interest shall be entitled to any compensation and damages received under right of eminent domain or for any security volume of the same and shall be applied to the indebtedness.

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

14. All monies, profits, moneys and benefits of whatever kind and from whatever source, including all proceeds of sale, of the premises and interest therein, shall be paid to the mortgagee, and shall pay interest as prescribed by ORS 401.070 on all payments due from the date of transfer of ownership of the premises or any part or interest in same, and to the mortgagee, and shall remain in full force and effect until the mortgage is paid in full.

the mortgagee may at its option cause the principal of the mortgage to be paid, in whole or in part, and all expenditures made by the mortgagee in the performance of its duties to insure compliance with the terms of the mortgage, on the note shall draw interest at the rate of _____ per annum on the principal sum of expenditures and be immediately repayable by the mortgagor without demand and shall be secured by this mortgage.

the following: (a) the continuing and certain payment of the principal and interest on all such indebtedness, and (b) the payment of the principal and interest on the indebtedness hereinafter created or to be created by the mortgagor, in accordance with the provisions herein contained or the expenditure of any portion of the loan for purposes to be made or this

[illegible]

10. If a foreclosure sale 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 mortgagee shall have the right to enter the premises, take possession, collect the rents, issue and profits and apply same less reasonable costs of collection upon the indebtedness and the mortgagee shall

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

any amendments to the provisions of Article XI-A of the Oregon Constitution ORS 310.010 and any subsequent amendments thereto and in all rules and regulations which have been

and the singular and plural where such connotations are applicable.

Figure 1. The effect of the number of trials on the number of correct responses. The number of correct responses was significantly higher for the 10 trials condition than for the 5 trials condition. Error bars represent the standard error of the mean.

[illegible][illegible]

Figure 1

Time 10:79

[illegible]

 WILLIAM E. RYAN (Seal)
 WILLIAM E. RYAN

(Seal)

[Signature]

100

ACKNOWLEDGMENT

[illegible]

Continued on page 5

... appeared the within named ...

his wife and acknowledged the foregoing instrument to be one of voluntary

1. The number of years in the last year and year and above written

Notary Public for Oregon

My Commission expires 11/2/82

08

MORRIS GAGE

R14246

FD-302a (Rev. 11-27-70) U.S. Department of Justice

STATE OF OREGON

[illegible]

County and City which was received and duly recorded by me in _____ County Records, Book of Marriages

1986-1987 June 1979 M. J. MUNE Sklamath County, Oregon

Deputy

Inventor: JAMES E. HARRIS
Date filed: Oct 9, 1967

Case No. _____ Date _____

Clerk _____ Deputy _____

DEPARTMENT OF VETERANS AFFAIRS Price \$6.00 UNITED STATES GOVERNMENT PRINTING OFFICE: 1964

General Service Building
Salisbury, Maryland
November 1960

Form L-4 (Rev. 3-5-11)

Herbert
 Oregon 97601
 Portland, Oregon 97208
 (Borrower)
 DOLLARS

According to the terms of a promissory note dated the
 on or before 6 mos. year from date. The term
 payable under the note and under any extensions and
 may in its discretion loan to Borrower or Mortga
 advanced by the Lender to discharge obligations of
 Mortgagor under this mortgage. Mortgagor mort
 in County, State of Oregon

Exhibit A

for the construction of an
 Loan Agreement dated
 and Basin Construction

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When the following

1. A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments of the mortgage.

(c) A tax on mortgage premises chargeable against the mortgagee or the holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a mortgagor.

10.2 If any federal, state or local tax to which this paragraph applies is enacted subsequent to the date of this mortgage, this shall have the same effect as a default, and the Lender may exercise any or all of the remedies available to it in the event of a default if the following conditions are met:

(a) Mortgagor may lawfully pay the tax or charge imposed by the state tax and the Lender.

(b) Mortgagor pays or offers to pay the tax or charge within 60 days after notice from the Lender that the tax law has been enacted.

Transfer by Mortgagor.

11.1 Mortgagor shall not, without the prior written consent of the Lender, transfer Mortgagor's interest in the Property, whether or not the transferee assumes or agrees to pay the indebtedness. If mortgagor or a prospective transferee applies to the Lender for consent to such a transaction, the Lender may require such information concerning the transferee as would normally be required in a new loan application. The Lender shall not unreasonably withhold its consent.

11.2 As a condition of its consent to any transfer, the Lender, in its discretion, impose a service charge not exceeding one percent of the original amount of the indebtedness, and may increase the interest rate of the indebtedness to any rate which is customary to Lender, and does not exceed any maximum interest rate set by law, and adjust the monthly payment to include the increased interest.

11.3 No transfer by Mortgagor shall relieve Mortgagor of liability for payment of the indebtedness. Following a transfer, the Lender may agree to any extension of time for payment or modification of the terms of this mortgage or the promissory note or waive any right or remedy under this mortgage or the promissory note without relieving Mortgagor from liability. Mortgagor waives presentment and protest with respect to the indebtedness.

Security Agreement; Financing Statements.

12.1 This instrument shall constitute a security agreement respecting any personal property included within the description of Property.

12.2 Mortgagor shall join with the Lender in executing one or more financing statements under the Uniform Commercial Code. Mortgagor shall file the statement at Mortgagor's expense in all public offices where filing is required to perfect the security interest of the Lender in any personal property under the Uniform Commercial Code.

Release on Full Performance.

13.1 Mortgagor pays all of the indebtedness when due and other performing all of its obligations under this mortgage and the Lender shall execute and deliver to Mortgagor a suitable release and satisfaction of this mortgage and suitable statements of termination of any financing statements on file evidencing the Lender's security interest in personal property.

Default.

The following shall constitute events of default:

14.1 Failure of Mortgagor to pay any portion of the indebtedness when it is due.

14.2 Failure of Mortgagor within the time required by this mortgage to make any payment for taxes, insurance, or mortgage interest premiums or for reserves for such payments, or any other payment necessary to prevent filing of or discharge any lien.

14.3 Failure of Mortgagor to perform any other obligation under this mortgage within 20 days after receipt of written notice from the Lender specifying the failure.

14.4 If this mortgage secures a construction loan, any failure of Mortgagor or holder to comply with or perform any provision of the construction loan agreement executed in connection with the mortgage within 20 days after receipt of written notice from the Lender specifying the failure.

14.5 Default in any obligation secured by a lien which has or may have priority over this Mortgage, or the commencement of any action to foreclose any prior lien.

Waiver and Remedies on Default.

Upon the occurrence of any event of default and at any time thereafter, the Lender may exercise any one or more of the rights and remedies.

S, in the County of
Y described as follows:

line of Shasta Way and
S; thence West along the
less, to the East line
terprise Land and Invest-
nty by deed recorded
thence South on said
ner of a tract of land
ompany, a corporation,
poration, by deed recorded
thence East along the
et 120 feet, more or less,
S; thence North along
to the point of beginning.

[Handwritten signature]
[Handwritten signature]

(c) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(d) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(e) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(f) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(g) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(h) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(i) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(j) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(k) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(l) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(m) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(n) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(o) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(p) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

(q) The mortgagor shall not be allowed to declare a default in the mortgage until the mortgage is payable.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
County of)
I, John Doe, do hereby acknowledge that I executed the foregoing instrument voluntarily.

John Doe
Notary Public for Oregon
My commission expires 12/31/2010

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)
County of)
Personally appeared John Doe,
and Jane Doe,
who, being sworn,
stated that they are the duly authorized officers of the corporation and that the seal affixed hereon is the seal of the corporation and that the foregoing instrument was executed and sealed in behalf of the corporation by Authority of its Board of Directors.

Notary Public for Oregon
My commission expires 12/31/2010

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON)
County of)
Personally appeared John Doe,
and Jane Doe,
who, being sworn,
stated that they are the duly authorized officers of the partnership and that the seal affixed hereon is the seal of the partnership and that the foregoing instrument was executed and sealed in behalf of the partnership by Authority of its Board of Directors.

Notary Public for Oregon
My commission expires 12/31/2010

1399

UNITED STATES NATIONAL BANK
OF OREGON

STATE OF OREGON

County of _____
Recorded _____
for the record on _____
at _____
in Book _____
of Mortgages of _____
Which is to be recorded in _____
of _____

By *James A. Black*
J. A. Black

AFTER RECORDING RETURN TO

UNITED STATES NATIONAL
BANK OF OREGON
MORTGAGEE
UNITED STATES NATIONAL BANK OF OREGON
INCOME PROPERTY FINANCING
P. O. BOX 14412, 2222 ADDRESS
PORTLAND, OREGON 97208
for the attention of
W. H. H. H.
Department

ella E. Herbert

Mortgagor

Falls, Oregon 97601

Address

147, Portland, Oregon 97208

Branch

Address

(Borrower)

DOLLARS

According to the terms of a promissory note dated the _____, 19____, payable on or before _____, 10____ years from date. The term of the note is _____ years. The note is payable under the note and under any extensions and amendments thereof. The Lender may in its discretion loan to Borrower or Mortgagee or advanced by the Lender to discharge obligations of

of Mortgagor under this mortgage. Mortgagor mortgaged to Lender all of its right, title and interest in and to the following described property, to wit: _____, County, State of Oregon.

1. The Lender shall have the right to assign this mortgage to any other lender without notice to the Mortgagor.

2. If a lien arises or is filed as a result of nonpayment, Mortgagor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Mortgagor has notice of the filing, secure the discharge of the lien or deposit with the Lender cash or a sufficient surety bond or other security satisfactory to the Lender in an amount sufficient to discharge the lien plus any costs, attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien.

3. The assessor or tax collector of the county in which the property is located is authorized to deliver to the Lender a written statement of the property taxes assessed or owing at any time.

4. Mortgagor shall carry such insurance as the Lender may reasonably require. This shall include insurance on the Property against fire, additional risks covered by a standard endorsement extended coverage, and such other risks as may be specified by the Lender, including without limitation flood and war risks. The insurance on the Property shall be carried in companies and under policies approved by the Lender and shall be for an amount equal to the remaining unpaid portion of the indebtedness or the full insurable value of the Property, whichever is less, and an amount sufficient to comply with any co-insurance provision in any policy.

5. All policies of insurance on the Property shall bear an endorsement in a form satisfactory to the Lender making loss payable to the Lender and shall be deposited with the Lender. In the event of a loss, Mortgagor shall immediately notify the Lender. Who may make proof of loss if it is not made promptly by Mortgagor. Proceeds shall be paid directly to the Lender who may compromise with any insurance company and make a final settlement which shall be binding upon Mortgagor. The Lender may, at its election, apply the proceeds to the reduction of the indebtedness or the repair or repair of the Property.

6. At least 30 days prior to the expiration of any policy, a satisfactory renewal or substitute policy shall be secured by Mortgagor.

7. Reserves: Mortgage Insurance Premiums.

7.1 If allowed by law, and if Mortgagor and Lender do not otherwise expressly agree in writing, Lender may require Mortgagor to maintain reserves for payment of taxes (including special assessments and other charges against the Property by governmental bodies) or premiums on property insurance on both. The reserves shall be created by payment each month to the Lender of an amount determined by the Lender to be sufficient to produce by the date they are due amounts equal to the estimated taxes and insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or insurance premiums is insufficient, Mortgagor shall upon demand pay such additional sum as the Lender shall determine to be necessary to cover the required payment.

7.2 If the Lender carries mortgage (default) insurance covering the repayment of all or any part of the indebtedness, the premiums for such insurance shall be paid by the Mortgagor, and if allowed by law, the Lender may require Mortgagor to maintain a reserve

specific tax on the owner of mortgaged property
payer is authorized or required to deduct from
the mortgage.

on mortgage premises chargeable against the
the holder of the note secured.

specific tax on all or any portion of the indebted-
ments of principal and interest made by a mort-
gagor or any person paying the same to be paid in
federal, state or local tax to which this paragraph
subsequent to the date of this mortgage, this
effect as a default, and the Lender may exer-
cise remedies available to it in the event of a de-
faulting conditions are met. If the mortgagor
may lawfully pay the tax or charge in-
state tax, and the mortgagor

gagor pays or offers to pay the tax or charge
after notice from the Lender that the tax law
has been changed, the Lender shall not be
liable for the tax.

Mortgagor shall not, without the prior written consent of
the Lender, transfer or assign all or any part of
his interest in the Property, whether
he assumes or agrees to pay the indebtedness. If
a prospective transferee applies to the Lender for
a loan transaction, the Lender may require such infor-
mation from the transferee as would normally be required
of an applicant. The Lender shall not unreasonably with-
hold its consent to any transfer.

In the event of its consent to any transfer, the Lender
may impose a service charge not exceeding one
percent of the indebtedness, and may in-
crease the rate of the indebtedness to any rate which is
reasonable and does not exceed any maximum interest
rate. The Lender may adjust the monthly payment to include the in-
crease in interest. The Lender's action in increasing the
payment by Mortgagor shall relieve Mortgagor of lia-
bility for the indebtedness. Following a transfer, the
Lender may extend or modify the time for payment or modifi-
cation of this mortgage or the promissory note or
remedy under this mortgage or the promissory
note, releasing Mortgagor from liability. Mortgagor waives
notice and protest with respect to the indebtedness.

Assignment; Financing Statements.

This mortgage shall constitute a security agreement
covering personal property included within the description
of the collateral in the financing statement. Mortgagor
shall join with the Lender in executing one or
more financing statements under the Uniform Commercial Code
at Mortgagor's expense. In all public records
required to perfect the security interest of the
Lender in the real property under the Uniform Commercial

Performance.

Mortgagor shall pay all of the indebtedness when due and other-
wise fulfill its obligations under this mortgage and the
Lender shall execute and deliver to Mortgagor a suitable
copy of this mortgage and suitable statements
and financing statements on file evidencing the
security interest in personal property.

The following shall constitute events of default:

1. Mortgagor to pay any portion of the indebted-
ness when due.

2. Mortgagor within the time required by this
mortgage to make payment for taxes, insurance, or mortgage
interest or for reserves for such payments, or any
other payment, or to prevent filing of or discharge any lien on

3. Mortgagor to perform any other obligation
within 20 days after receipt of written notice
demanding the fulfillment of the obligation.

4. If this mortgage secures a construction loan, any failure
by Mortgagor to comply with or perform any provision of
the construction agreement executed in connection with the
loan, after receipt of written notice from Mortgagee

5. The commencement of any obligation secured by a lien which has or
will have priority over this Mortgage, or the commencement of
any prior lien.

Remedies on Default.

Upon the occurrence of any event of default and at any
time thereafter, the Lender may exercise any one or more of the
remedies available to it.

S, in the County of
described as follows:

line of Shasta Way and
S; thence West along the
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thence South on said
ner of a tract of land
ompany, a corporation,
poration, by deed recorded
thence East along the
ct 120 feet, more or less,
thence North along
to the point of beginning.

ials



(a) Upon notice by notice to Borrower to declare the indebtedness immediately due and payable.

(b) With respect to all of any part of the Property that constitutes the right to foreclose by judicial foreclosure in accordance with applicable law.

(c) With respect to all or any part of the Property that constitutes personally the rights and remedies of a secured party under the Uniform Commercial Code.

(d) The right, without notice to Mortgagee, to take possession of the Property and collect all rents and profits, including past due and unpaid, and apply the net proceeds, over and above the Lender's costs, against the indebtedness. In the event of this right the Lender may require any tenant or other user to make payments of rent or use fees directly to the Lender, and payments by such tenant or user to the Lender shall constitute demand shall satisfy the obligation for which payments are made, whether or not any proper grounds for the demand existed.

(e) The right in connection with any legal proceedings to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property and to operate the Property, proceed to foreclosure or sale and apply the proceeds, over and above cost of the receiver and against the indebtedness. The receiver may serve with-out bond as permitted by law. The Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount.

(f) Any other right or remedy provided in this mortgage or the promissory note evidencing the indebtedness.

16.2 In exercising its rights and remedies, the Lender shall be entitled to sell all or any part of the Property together or separately or in several portions of the Property and refrain from selling other portions of the Property and refrain from selling other portions of the Property. The Lender shall be entitled to bid at any public sale on all or any portion of the Property.

16.3 The Lender shall give Mortgagee reasonable notice of the place, time and date of any public sale of any portion of the Property or of any private sale or other intended disposition of the Property. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

15.4 A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by the Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Mortgagee under this mortgage after failure of Mortgagee to perform shall not affect the Lender's right to declare a default and exercise its remedies under this paragraph 15.

15.5 In the event suit or action is instituted to enforce any of the terms of this mortgage, the Lender shall be entitled to recover from Mortgagee such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. All reasonable expenses incurred by the Lender that are necessary at any time in the enforcement of its rights including without limitation the cost of searching records, obtaining title reports, surveys, reports, attorneys' opinions or title insurance, whether or not any court action is involved, shall become a part of the indebtedness payable on demand and shall bear interest at the same rate as provided in the note from the date of expenditure until repaid.

16. Notice.

Any notice under this mortgage shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this mortgage. Either party may change the address for notices by written notice to the other party.

17. Succession; Terms.

17.1 Subject to the limitations stated in this mortgage on transfer of Mortgagee's interest, this mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

17.2 In construing this mortgage the term mortgage shall encompass the term security agreement when the instrument is being construed with respect to any personal property.

17.3 Attorneys' fees. "Attorneys' fees" as that term is used in the note and in this mortgage, shall include attorneys' fees, if any, which may be awarded by an appellate court.

[Signature]
Notary Public for Oregon
My commission expires _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

County of _____

Personally appeared _____

stated that _____

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CORPORATE ACKNOWLEDGMENT

STATE OF OREGON

County of _____

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Notary Public for Oregon
My commission expires _____

JOINT OWNERSHIP ACKNOWLEDGMENT

STATE OF OREGON

County of _____

Personally appeared _____

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Notary Public for Oregon
My commission expires _____

MORTGAGE

90

UNITED STATES NATIONAL BANK

OF OREGON

STATE OF OREGON

County of

Personally appearing before me, the undersigned, a Notary Public for the County of

State of Oregon, on this day of

19

at

in Book

of Mortgages of this County

Witness my hand and the seal of my office this day of

19

Notary Public

My Comm. Expires

BY

NOTARY PUBLIC

STATE OF OREGON

After Recording Return to

UNITED STATES NATIONAL BANK OF OREGON

PORTLAND, OREGON

INCOME FROM REAL ESTATE FINANCIAL

P. O. BOX 4412, 257

ADDRESS

PORTLAND, OREGON 97208

For the attention of

OREGON

Department

0441977

UNION COMMERCIAL COMPANY

TS, in the County of
ly described as follows:

h line of Shasta Way and
cts; thence West along the
r less, to the East line
Enterprise Land and Invest-
ounty by deed recorded
00; thence South on said
corner of a tract of land
Company, a corporation,
corporation, by deed recorded
2; thence East along the
ract 120 feet, more or less,
acts; thence North along
s to the point of beginning.

ed for record on the 11th day of
ne duly recorded in Vol. N79

ILNE, County Clerk

Walter A. Aletsch Deputy