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FORM No. 105A—MORTGAGE—One Page Long Form.

38-4-19601-1

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IN 13488
 2548001 OLGA 13383
 F.O. THIS MORTGAGE, Made this
 8th day of November, 1979, by
 HAROLD W. DEARBORN,

8th

day of

November

1979, by

HAROLD W. DEARBORN

Mortgagor to PACIFIC WEST MORTGAGE CO., an Oregon corporation

Mortgagee, THIRTEEN THOUSAND FIVE

WITNESSETH, That said mortgagor, in consideration of HUNDRED AND NO/100 Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Westerly 1/2 of Lot 13, Block 5, PLEASANT VIEW TRACTS, in the County of Klamath, State of Oregon.

THIS MORTGAGE IS BEING RERECORDED TO CORRECT THE LEGAL DESCRIPTION AS PREVIOUSLY SET OUT.

NO. 105A-105B-105C-105D-105E-105F-105G-105H-105I-105J-105K-105L-105M-105N-105O-105P-105Q-105R-105S-105T-105U-105V-105W-105X-105Y-105Z-106A-106B-106C-106D-106E-106F-106G-106H-106I-106J-106K-106L-106M-106N-106O-106P-106Q-106R-106S-106T-106U-106V-106W-106X-106Y-106Z-107A-107B-107C-107D-107E-107F-107G-107H-107I-107J-107K-107L-107M-107N-107O-107P-107Q-107R-107S-107T-107U-107V-107W-107X-107Y-107Z-108A-108B-108C-108D-108E-108F-108G-108H-108I-108J-108K-108L-108M-108N-108O-108P-108Q-108R-108S-108T-108U-108V-108W-108X-108Y-108Z-109A-109B-109C-109D-109E-109F-109G-109H-109I-109J-109K-109L-109M-109N-109O-109P-109Q-109R-109S-109T-109U-109V-109W-109X-109Y-109Z-110A-110B-110C-110D-110E-110F-110G-110H-110I-110J-110K-110L-110M-110N-110O-110P-110Q-110R-110S-110T-110U-110V-110W-110X-110Y-110Z-111A-111B-111C-111D-111E-111F-111G-111H-111I-111J-111K-111L-111M-111N-111O-111P-111Q-111R-111S-111T-111U-111V-111W-111X-111Y-111Z-112A-112B-112C-112D-112E-112F-112G-112H-112I-112J-112K-112L-112M-112N-112O-112P-112Q-112R-112S-112T-112U-112V-112W-112X-112Y-112Z-113A-113B-113C-113D-113E-113F-113G-113H-113I-113J-113K-113L-113M-113N-113O-113P-113Q-113R-113S-113T-113U-113V-113W-113X-113Y-113Z-114A-114B-114C-114D-114E-114F-114G-114H-114I-114J-114K-114L-114M-114N-114O-114P-114Q-114R-114S-114T-114U-114V-114W-114X-114Y-114Z-115A-115B-115C-115D-115E-115F-115G-115H-115I-115J-115K-115L-115M-115N-115O-115P-115Q-115R-115S-115T-115U-115V-115W-115X-115Y-115Z-116A-116B-116C-116D-116E-116F-116G-116H-116I-116J-116K-116L-116M-116N-116O-116P-116Q-116R-116S-116T-116U-116V-116W-116X-116Y-116Z-117A-117B-117C-117D-117E-117F-117G-117H-117I-117J-117K-117L-117M-117N-117O-117P-117Q-117R-117S-117T-117U-117V-117W-117X-117Y-117Z-118A-118B-118C-118D-118E-118F-118G-118H-118I-118J-118K-118L-118M-118N-118O-118P-118Q-118R-118S-118T-118U-118V-118W-118X-118Y-118Z-119A-119B-119C-119D-119E-119F-119G-119H-119I-119J-119K-119L-119M-119N-119O-119P-119Q-119R-119S-119T-119U-119V-119W-119X-119Y-119Z-120A-120B-120C-120D-120E-120F-120G-120H-120I-120J-120K-120L-120M-120N-120O-120P-120Q-120R-120S-120T-120U-120V-120W-120X-120Y-120Z-121A-121B-121C-121D-121E-121F-121G-121H-121I-121J-121K-121L-121M-121N-121O-121P-121Q-121R-121S-121T-121U-121V-121W-121X-121Y-121Z-122A-122B-122C-122D-122E-122F-122G-122H-122I-122J-122K-122L-122M-122N-122O-122P-122Q-122R-122S-122T-122U-122V-122W-122X-122Y-122Z-123A-123B-123C-123D-123E-123F-123G-123H-123I-123J-123K-123L-123M-123N-123O-123P-123Q-123R-123S-123T-123U-123V-123W-123X-123Y-123Z-124A-124B-124C-124D-124E-124F-124G-124H-124I-124J-124K-124L-124M-124N-124O-124P-124Q-124R-124S-124T-124U-124V-124W-124X-124Y-124Z-125A-125B-125C-125D-125E-125F-125G-125H-125I-125J-125K-125L-125M-125N-125O-125P-125Q-125R-125S-125T-125U-125V-125W-125X-125Y-125Z-126A-126B-126C-126D-126E-126F-126G-126H-126I-126J-126K-126L-126M-126N-126O-126P-126Q-126R-126S-126T-126U-126V-126W-126X-126Y-126Z-127A-127B-127C-127D-127E-127F-127G-127H-127I-127J-127K-127L-127M-127N-127O-127P-127Q-127R-127S-127T-127U-127V-127W-127X-127Y-127Z-128A-128B-128C-128D-128E-128F-128G-128H-128I-128J-128K-128L-128M-128N-128O-128P-128Q-128R-128S-128T-128U-128V-128W-128X-128Y-128Z-129A-129B-129C-129D-129E-129F-129G-129H-129I-129J-129K-129L-129M-129N-129O-129P-129Q-129R-129S-129T-129U-129V-129W-129X-129Y-129Z-130A-130B-130C-130D-130E-130F-130G-130H-130I-130J-130K-130L-130M-130N-130O-130P-130Q-130R-130S-130T-130U-130V-130W-130X-130Y-130Z-131A-131B-131C-131D-131E-131F-131G-131H-131I-131J-131K-131L-131M-131N-131O-131P-131Q-131R-131S-131T-131U-131V-131W-131X-131Y-131Z-132A-132B-132C-132D-132E-132F-132G-132H-132I-132J-132K-132L-132M-132N-132O-132P-132Q-132R-132S-132T-132U-132V-132W-132X-132Y-132Z-133A-133B-133C-133D-133E-133F-133G-133H-133I-133J-133K-133L-133M-133N-133O-133P-133Q-133R-133S-133T-133U-133V-133W-133X-133Y-133Z-134A-134B-134C-134D-134E-134F-134G-134H-134I-134J-134K-134L-134M-134N-134O-134P-134Q-134R-134S-134T-134U-134V-134W-134X-134Y-134Z-135A-135B-135C-135D-135E-135F-135G-135H-135I-135J-135K-135L-135M-135N-135O-135P-135Q-135R-135S-135T-135U-135V-135W-135X-135Y-135Z-136A-136B-136C-136D-136E-136F-136G-136H-136I-136J-136K-136L-136M-136N-136O-136P-136Q-136R-136S-136T-136U-136V-136W-136X-136Y-136Z-137A-137B-137C-137D-137E-137F-137G-137H-137I-137J-137K-137L-137M-137N-137O-137P-137Q-137R-137S-137T-137U-137V-137W-137X-137Y-137Z-138A-138B-138C-138D-138E-138F-138G-138H-138I-138J-138K-138L-138M-138N-138O-138P-138Q-138R-138S-138T-138U-138V-138W-138X-138Y-138Z-139A-139B-139C-139D-139E-139F-139G-139H-139I-139J-139K-139L-139M-139N-139O-139P-139Q-139R-139S-139T-139U-139V-139W-139X-139Y-139Z-140A-140B-140C-140D-140E-140F-140G-140H-140I-140J-140K-140L-140M-140N-140O-140P-140Q-140R-140S-140T-140U-140V-140W-140X-140Y-140Z-141A-141B-141C-141D-141E-141F-141G-141H-141I-141J-141K-141L-141M-141N-141O-141P-141Q-141R-141S-141T-141U-141V-141W-141X-141Y-141Z-142A-142B-142C-142D-142E-142F-142G-142H-142I-142J-142K-142L-142M-142N-142O-142P-142Q-142R-142S-142T-142U-142V-142W-142X-142Y-142Z-143A-143B-143C-143D-143E-143F-143G-143H-143I-143J-143K-143L-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The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below);
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note, it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor, and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses; to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee 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, assumed and implied to make the provisions herein apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Harold W. Dearborn

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the mortgage is a crediter, as such word is defined in the Truth-in-Lending Act, Regulation Z, the mortgagee **MUST** comply with the Act and Regulation by making required disclosures. If the mortgagee is not a crediter, as such word is defined in the Truth-in-Lending Act, Regulation Z, the mortgagee **MUST** delete the word "credit" or "credit equivalent;" if this instrument is **NOT** to be a first lien, use Stevens-Ness Form No.100, or equivalent, substituted to secure the debt.

TO HAVE AND TO HOLD the said business with the appurtenances unto the said mortgagee and
 or at any time during the term of this mortgage
 through their joint and several and all parties about said business at the time of the execution of this mortgage
STATE OF OREGON and the County of **Klamath** ss. I, the undersigned, being a person duly qualified and acting as a
 1089-10-1-11
 County of **Klamath** November 8 1979

Personally appeared the above named HAROLD W. DEARBORN

and acknowledged the foregoing instrument to be _____ his _____ voluntary act and deed.

Before me

Marlene E. Addington

Notary Public for Oregon

My commission expires: March 22, 1981

AS BREASTNUTS SET OUT

THIS MORTGAGE IS BEING RECORDED TO CORRECT THE LEGAL DESCRIPTION

MORTGAGE

JUN 29 1964 OF THE T3 BLOCK 2

105A

21-31 (STEVENS-NESS LAW FIRM, CO., PORTLAND, ORE. 1106) U2 (1015)

Harold W. Dearborn

11-11-68

HUNDRED AND NO/100

RECEIVED FOR THE PRESIDENT OF THE UNITED STATES

NOV 1967

SPACE RESERVE

FOR

Pacific West Mortgage Co.,

an Oregon corporation

AFTER RECORDING RETURN TO
Pacific West Mail

Facile West Mortgage Co.

Stavton Oregon 97383

STATE OF OREGON

5-11-68

County of Clatsop

I certify that the _____

I certify that the within instrument was received for record on this

21st day of November 1979

at 11:24 o'clock A M and returned

in book M79 on page 27283 at 33

file/reel number 77160

Record of Mortgages of said County

Witness my hand and seal of

County affixed.

Wm. D. Milne, County Clerk.

Name	County	Title
Wm. D. Milne	County	Clerk

B. J. Jernigan & Co. Station

2074

Fee \$10.50
This is a copy of the original
filed for record at request of
J. D. MILLER
of
Transamerica Title Co.
COUNTY OF Klamath
on page 2072
of 1980 at 11:45 A.M. and