"S1230      THIS MORTCACE, Made this   23rd   day of   January	FORM No. 105A-MORIGAGE-One Page Long Fo		3 Yol STEVENS IN FURIA	POLE REALAN 3804
PACIFIC WEST MORTGAGE CO., an Oregon corporation; Mortgage, to HAL R., BRAKKER LOC BARBARA M. BRAIKER, husband and wife, AND ERNSST M. PARK OF VIGUNIA M. PARK, husband and wife, Mortgage, WITNESSETH, That said mortgage, consideration of -NINETY. BIGHT THOUSAND AND. NO/100	" 81230			
ERNEST M. PARK OF VIRGINIA M. PARK, husband and wife, Morisgies, WITNESSETH, That said morigines, inconsideration of .NIRETY. BIGHT THOUSAND AND. NO/100 Morisgies, does hereby grant, bargient, self and convey unto said morigines, his here, es- eactors, administrious and assigns, that certain real property situated in	• THIS MORTGAGE, Made PACIFIC WEST MORTGAGE	e this23rd E.CO., an Oregor	day ofJanuary	, 1980., by
NO/100	Mortgagor, to HAL R. BRAIL ERNEST M. PARK or VIR(	GINIA M. PARK, 1	nusband and wife,	d.wife,AND
to him peld by sold morigage, does hereby grant, bargain, sell and convey unto said morigage, his first, escentors, administrators and assigns, that certain real property stuated in	WITNESSETH, That said	mortgagor, in considera	ation ofNINETYEIGHTTH	OUSAND AND
TO THE CITY OF KLAMATH FALLS, Klamath County, Oregon.	to him paid by said mortgagee, de ecutors, administrators and assigns State of Oregon, bounded and de	oes hereby grant, bargain s, that certain real prope scribed as follows, to-wi	n, sell and convey unto said mort rty situated inKlamath t:	gagee, his heirs, ex- County,
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Alight   Alight     Alight   Alight <td< td=""><td></td><td></td><td></td><td></td></td<>				
49,000.00   Stayton, Oregon   January 23   19 30     49,000.00   Stayton, Oregon   January 23   19 30     The undersigned corporation promises to pay to the order of.   ERNEST M. PARK OF VIRGINIA I     PARK   husband and wife,   at   Stayton, Oregon   DOLLAR     FORTY MINE THOUSAND AND NO/100   at   Stayton, Oregon   DOLLAR     FORTY MINE THOUSAND AND NO/100   DOLLAR   DOLLAR   DOLLAR     wordshift   interest thereon at the rate of.   15   percent per annum from. January. 23,				
A9,000.00. Stayton. Oregon	hte fotorese, frense se, gri sto, rede sit <sub>e e</sub> ,	trained the set	annum from Thules States	가지 가지 않는 것이 있었다. 성전 문문 가격 분위 나라니
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The undersigned corporation promises to pay to the order of. ERNEST M. PARK or VIRGINIA I PARK, husband and wife, at Stayton, Oregon FORTY NINE THOUSAND AND NO/100				• • • • • • • • • • • • • • • • • • • •
PARK, husband and wife,atStayton, OregonDOLLAR FORTY_NINE_THOUSAND_AND_NO/100DOLLAR ith interest thereon at the rate ofSpace of the stans \$ 612.50in any one payment; interest shall a ayable innonth1yinstallments of not less than \$ 612.50in any one payment; interest shall a aidinonth1yand %icedditont the minimum payments above required; the first payment b be made on theinday ofFebruary, 19.80and a like payment on theStard ay ofinonth1thread the whole sum, principal and interest, has been paid; if any of sa stallments is not so paid, the whole sum of both principal and interest to become immediately due and collectifi t the option of the holder of this note. If this note is placed in the hands of an attorney for collection, the unde gned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is fill ereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any aj eal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as to older's reasonable attorney's fees in the appellate court. All due and payable March 1, 1932. 	49,000.00	Stayton,	Oregon January	7 23 , 19 8 (
FORTY-INLESTING TRIOUSAND AND NO/100	PARK husbandandwif	promises to pay to the	order of ERNEST M. PARK	Or VIRGINIA 1
<pre>interest thereon at the rate of15</pre>	FORTA-RIDISAND A	$MD_NO(100 $		
MORTALY   and *icededification the minimum payments above required; the first payment be made on the _23rd     be made on the _23rd   day ofFebruary	ith interest thereon at the rate of	15percent per	annum from January 23	1020
ay of	aid monthly	and traddition to 41	\$ 012.50 in any one pay	ment; interest shall
and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest is note, principal and interest, according to the trans thereol; that while any part of said note remains unphid hereof; that while any part of said note remains unphid hereof.	be made on the 23rd da	* is included in v of February	19 80 and a like power	ired; the first payme
statiments is not so paid, the whole sum of both principal and interest to become immediately due and collective the option of the holder of this note. If this note is placed in the hands of an attorney for collection, the under gned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is file recon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any a eal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the older's reasonable attorney's fees in the appellate court. All due and payable Marcin 1, 1982. By	y or each month there	after, until the whole su	im principal and interact has be	m maints it amount as
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By   PACIFIC WEST MORTGAGE CO.     By   By     O.   Secretary     By   President     Utike words not opplicable.   President     The date or numbers or numbers of matter my or numbers of the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all faxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-	ereon, also promises to pay (1) ho	lder's reasonable afform	ev's fees to be fived by the trial or	wet and (2) if any -
O	older's reasonable attorney's fees in	n the appellate court.	All que and payable Ma	rch 1, 19821
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And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in lee simple of said premises and has a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereol; that while any part of said note remains unpaid he will pay all faxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-	The date or maturity of the dea	·E-000141 014		
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able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that	the terms thereol; that while any part nature which may be levied or assessed	of said note remains unpaid against said property, or the	he will pay all taxes, assessments and its mortgage or the note above describe	other charges of every d, when due and pay-
are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other	are or may become liens on the premise	es or any part thereof superi	or to the lien of this mortgage; that he	will keep the buildings

are or may become liens on the premises or any part there of superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by lire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or boligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall tail tor any reason to procure any such insurance and to deliver said policies to the mortgagee at least filteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgage shall one or fore linancing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

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3866 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

agicultural purposes. Now, therefore, if said mortgagor is a natural persony are for pusiness or commercial purposes other than 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 pro-declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be forc-closed at any time thereafter. And if the mortgage may that is 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 whole amount unpaid on said note or any fail of any payment so made shall be added to and become a part of the debt secured by this mortgage in any takes or charges or any lien, encumbrance or insurance 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 mortgage to breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums suit or action being instituted to foreclose this mortgage, the mortgage apresses to pay all reasonable costs incurred by the mor-reasonable as plaintiff's attorney's fees in such suit or action, and it an appeal is taken from any judgment or decree entered on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure, and apply the same, and and all of the covenants and agreements here in contained shall apply to and bind the heirs, executors, administrators and assigns of said or action is commenced to foreclose this mortgage and included in the decree of the mortsgage, administrators face hand all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgage, it is understood that the mortgage or mortgage may be

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written. 0---President \*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not op-plicable; if warranty (a) is applicable and if the mortgages is a creditor, as such word is defined in the Truth-in-kending Act and Regulation Z, the mortgages MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent; . . . . . and the second second STATE OF OREGON, STATE OF OREGON, County of Marion January 23 , 19 80 Personally appeared the above named ... H. CLAYTON LIVENGOOD, President of PACIFIC WEST MORTGAGE CO., an Oregon corporation, (OFFICIAL SEAL) Before will of the p Notary Fublic for Oregon My commission expires: PUBLIC ų ..... MORTGAGEN LY TR' KISHER COMPANY, OUCOON 1000 g oce a sug to TH Brock County of Klamath 1/2 of SS. (FORM No. 105A) STEVENS-NESS LAW PUB, CO., FORTLAND, ORE, 131  $[S^2 = V O V_{\rm eff} O V_{\rm eff} + (r + r + r)^2]$ I certify that the within instrue manific of the second PACIFIC WEST MORTGAGE CO. and ment was received for record on the an Oregon corporation at 3:35 o'clock P. M., and recorded 1997 - S. 1 1997 - S. 19 space reserved in book. M80 on page 3304 or as FOR file/reel number 31230 WINDERSTON' ADM STREET HAL R. Or BARBARA W. BRAIKER & RECORDER'S USE STUEL Record of Mortgages of said County. ERNEST M. Or VIRGINIA M. PARK AFTER RECORDING RETURN TO PACIFIC WEST MORTGAGE CO. County affixed. an Onodou cochorant Wm. D. Milne P.O. Box 497 Rede Univ Stayton, OR 97383 By Dernethald Lets ch Deputy. Fee \$10.50-38-21033