

87165

## MORTGAGE AND HOME IMPROVEMENT CONTRACT

Page 13512

Mortgagor ("Customer") DUEL E. AND MARIAN L. CHINN Date 7-2, 19 80  
 By signing at the bottom of this page, Customer agrees to be bound by the terms stated on this page, including the terms stated in the following disclosures under Federal Law and disclosures under State Law. Customer hereby buys the labor, materials and supplies described as follows:  
Re Side complete house with ALUMINUM - INSTALL 6 ALUMINUM WINDOWS

Address of property to be improved: 2733 Crest, Klamath Falls, Oregon  
**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

## DISCLOSURES UNDER FEDERAL LAW

Creditors: Seller: TRI WEST CONSTRUCTION CO., INC. ("Dealer")  
 Intended Assignee of Contract: U. S. National Bank of Oregon.

Credit Life and Credit Disability Insurance are not required in connection with this contract. No such insurance is provided unless Customer signs below to request the coverage checked:

☐ I desire credit life insurance.

The cost for the term of this contract will be \$ \_\_\_\_\_.

☐ I desire credit life and credit disability insurance. The cost for the term of this contract is \$ \_\_\_\_\_ for credit life and \$ \_\_\_\_\_ for credit disability for a total of \$ \_\_\_\_\_ for both.

## Breakdown

## (1) Cash Price

(a) \$ 7500<sup>00</sup>  
 (b) \$ 0  
 (c) \$ 0  
 (d) \$ 0

Cash Price (Total) ..... \$ 7500<sup>00</sup>

(2) Cash Downpayment - Total Downpayment ..... \$ 0<sup>00</sup>

(3) Unpaid Balance of Cash Price (1) minus (2) ..... \$ 7500<sup>00</sup>

## (4) Charges other than Finance Charge:

(a) Credit Life Insurance Premium for \_\_\_\_\_ mos. \$ 0

(b) Credit Disability Ins. Premium for \_\_\_\_\_ mos. \$ 0

(c) Document Recording Fees \$ 0

Total Charges other than Finance Charge ..... \$ 0<sup>00</sup>

(5) Unpaid Balance - Amount Financed (3) plus (4) ..... \$ 7500<sup>00</sup>

(6) FINANCE CHARGE ..... \$ 2625<sup>00</sup>

(7) ANNUAL PERCENTAGE RATE ..... 12.504%

(8) Total of Payments (5) plus (6) ..... \$ 10,125<sup>00</sup>

(9) Deferred Payment Price (1) plus (4) plus (6) ..... \$ 10,125<sup>00</sup>

Name of Customer to be insured \_\_\_\_\_

Date \_\_\_\_\_ Signature of Customer \_\_\_\_\_

Payments. Customer will pay to Dealer the Total of Payments shown above in 60 equal consecutive monthly payments of 168.75 each which will be made on the same day of each month, with the first payment due on 8-2-80 and the final payment due on 7-2-85.

Grant of Mortgage and other Security. The Total of Payments stated above and all other sums owing under this contract are secured by the "Security" stated below:

1. A mortgage which Customer hereby grants to Dealer on the following "Property" in KLAMATH County, State of Oregon, including all additions and improvements now and hereafter erected thereon:

LOT 13, TOWNSEND TRACT  
CITY OF KLAMATH FALLS

The following are events of default under the mortgage: (1) Customer fails to make any payment on this contract when due; (2) Customer fails to insure the Property and keep it in good order and repair; required insurance may be obtained through any person Customer chooses subject to Dealer's right to refuse to accept an insurer for reasonable cause; (3) Customer fails to pay all taxes, assessments, liens, and other encumbrances which might take priority over this mortgage when they are due. After a default and subject to customer's right of redemption and other rights under law, the mortgage may be foreclosed and the Property sold to pay this contract.

2. Dealer's statutory lien for performing labor upon and furnishing any material to be used in the construction of an improvement located on the Property. Upon default the lien may be foreclosed and subject to provisions of law all or part of the Property may be sold to pay this contract.

3. Dealer's right of setoff. Subject to limitations under law, Dealer may after a default pay amounts Customer owes on this contract out of money Dealer then owes Customer.

Rebate on Prepayment in Full. Customer may prepay the entire amount owing under this contract at any time. If the entire amount owed under this contract is paid before the scheduled date of the final payment, whether by cash, refinancing, or otherwise, the Customer will receive a rebate of unearned finance charge computed in the following way: Dealer will deduct and retain from the Finance Charge shown above an acquisition fee of \$10 if the Cash Price stated above is \$100 or less, \$15 if the Cash Price is \$100.01 to \$250, \$25 if the Cash Price is \$250.01 to \$500, or \$50 if the Cash Price is more than \$500; the rule of 78's will be applied to the part of the Finance Charge that remains after deducting the acquisition fee; a rebate will not be made unless the rebate amount is \$1.00 or more.

Default and Late Charges. For each payment made 10 days or longer after its scheduled date, Customer will pay a late charge of 5% of the scheduled payment or \$5.00, whichever is less. Customer will be liable for any expenses that Dealer may incur to insure Dealer's interest in the Property and to pay off taxes, assessments, liens and encumbrances on the Property, if Customer fails to do so, together with interest at 10% a year from the time such expenses are incurred until they are paid. If payments are not made as agreed, or any other default under this contract occurs, Dealer may, at Dealer's option, and without notice, declare the entire amount owing under this contract immediately due, in which case Dealer will credit Customer with a rebate of any unearned finance charge computed in the same way as for a prepayment. After any default Customer will be liable for the following reasonable costs of collection incurred: (1) reasonable amounts spent in repossessing, foreclosing, holding, preparing for disposition, and disposing of the Security; (2) reasonable lawyers' fees, including any for appeals that are paid or owed to lawyers who are hired to collect the contract or to foreclose the mortgage or other Security and who are not Dealer's salaried employees, or that are set by a court; (3) any court costs and disbursements set by a court.

## ADDITIONAL DISCLOSURES UNDER STATE LAW

NOTICE: The seller (Dealer) intends to sell this contract to U.S. National Bank of Oregon at \_\_\_\_\_ P.O. BOX 190 CONSUMER PAPER  
 ONTARIO, OREGON 97914

\_\_\_\_\_ (mailing address), which, if it buys the contract, will become the owner or the contract and your creditor. After the sale of this contract, all questions concerning either terms of the contract or payments should be directed to the buyer of the contract at the address indicated above.

The undersigned acknowledges receipt of a completed copy of this contract.

Contract Accepted By: TRI WEST CONSTRUCTION CO., INC.

By: Raymond W. Ullrich 001176  
 (Name and Title)

Mortgagor (Customer) Duel E. Chinn

Mortgagor (Customer) Marian L. Chinn

Business Address: 1151 MILLER ST.

Address: 2733 Crest, Klamath Falls

Witness: Raymond W. Ullrich

STATE OF OREGON

County of Adair )  
On this 7th day of July, 1980, before me personally appeared Raymond Ullrich,  
witness, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a witness thereto.  
He, being duly sworn by me, stated that he resides in Adair County, Oregon; that he was present and saw Duel & Chunn  
and Marian L Chunn, personally known to him to be the signers of the foregoing in-  
strument as parties thereto, sign and deliver the same and he heard them acknowledge that they executed the same, and that he, the witness,  
thereupon signed his name as a witness thereto at the request of said Duel & Chunn and  
Marian L Chunn

Notary Public for Oregon  
My Commission expires: 3-15-84

### DEALER (CONTRACTOR'S) CERTIFICATE OF COMPLETION

I hereby warrant that all materials and supplies listed on the face hereof or on any exhibits hereto have been furnished and paid for and that all laborers and subcontractors have been paid or will be paid promptly. I further certify that the writing on the face hereof, as supplemented by any attached exhibits, contain the entire agreement between the Dealer (contractor) and Customer (buyer) and that the improvements have not been misrepresented.

Date Signed 7-7-80

Dealer

Tri West Construction

Title

President

By

W. H. H. H.

### ENDORSEMENT AND ASSIGNMENT

The undersigned Dealer hereby sells, endorses, and assigns the contract, assigns the mortgage, and conveys all the Dealer's right, title and interest in the Property, to United States National Bank of Oregon.  
Dealer represents and warrants that the within agreement is valid and enforceable against Customer, and that there is unpaid thereon the full amount represented as being owing thereon, which amount is not and will not be subject to any defense, setoff or counterclaim whatsoever, or want of legal capacity on the part of Customer. Dealer shall indemnify and hold harmless the Assignee against all claims and defenses, whether valid or invalid, relating to labor, materials, and supplies purchased by Customer or acts or omissions of Dealer including, without limitation, any based on the Federal Consumer Credit Protection Act or other state or federal law.

STATE OF OREGON

County of Adair

Tri West Construction  
W. H. H. H.

Before me appeared the within-named and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Notary Public for Oregon

My commission expires: 3-15-84

## Mortgage

ASSIGNED TO

UNITED STATES NATIONAL BANK OF OREGON

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record  
on the 21st day of July  
19 80 at 2:16 o'clock P. M. and recorded in  
Book M80 on Page 13517 Record of Mortgages  
of said County.

Witness my hand and seal of County attested.

Wm. D. Milne  
County Clerk (Recorder)

By Rebecca H. H. H.  
Deputy

Fee \$7.00

AFTER RECORDING RETURN TO

U.S. Natl Bank  
P.O. Box 190  
Adair, Or 97914  
Office  
Address  
Department