	NGE Date: Sept. 44 (1986)
BANK OF OREGON AND MORTGA	AGE Date Sept. 43 , 19 33 , Oregon
TANTAGA PARA BANDAN	A Lang At Land
fortgagor ("Owner"): — David P. Hinegardner	Mortgagee ("Lender"): United States National Bank of Oregon
lanette day hinegalunci	ticone Angle Angle 19710 Hain Sterring
Owner's Address: 5658 Schiesel	Klamath Falls, Ore, 77001
Klamath Falls, Ole, Mout	the following "Property" in Klamath
Owner mortgages to Lender on the terms set out below County, State of Oregon including all improvement	nts now and hereafter erected thereon:
county State of Uregon including all improvement	
Savid P. Hineraranen	Third for reneal at regred of
Lot 21, Schiesel Tracts, Klamath Con	THIS SPACE A OR AFFORDER'S USE mtA OneGou
MORTGAGE	STATE OF ORECON,)
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	and that this Mortgage was voluntable again and so used to be-
	Mortgagor corporation and that the remove and beauty is and and that this Mortgagor.
ACCURATE TO THE SECOND	and the said
and diking divoged, the foregoing instrument to be the in-	that, the said
day linegarder	Personality appraised
Carsonally superior the above manned serving and long the land of	Principles aggregated
1926	evenings have
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en e	STATE OF CHAGON
利用 (1) 1 1 1 1 1 1 1 1 1	
The state of the s	ints owed on a loan evidenced by a promissory note ("Note") ("Borrower") which is payable to Lender. This Note
2. This Mortgage secures the repayment of all alloc	ints owed on a loan evidenced by a promissory note (Note) ("Borrower") which is payable to Lender. This Note 0.00 , and the last payment is due 0.00 .
signed by David P. & Janette Gay Hinegardner is dated Sept. 4, 1980ne original Loan Amount is \$7.00	00.00 , and the last payment is due 2^{-24-70} .
. Lu Noto 3	nd this Mortgage shall secure all such extensions and
Lender may without notice renew or extend the Note, a whether or not the extensions and renewals are longer that	
	E O Owner fails to perform dily of the agree
3. Owner agrees to perform all acts necessary to	ments made in Section 3, whether of Not Lender has
	to the performance of the difference.
interest in its including but not annued specification	There is a default under any other agree
acts and Compart will keep the Property in good con-	mont that secures the Note.
a discontinuity and a second s	5 A Any signer of this moregage of any
The section of the se	of the Note misiepleseited of talsities
Participation of the second se	fact to regard to either the report of
the since all other risks that Lender may require	surety for the Note, or the approach
The amount of insurance must be enough to pay 100% of any loss, up to the balance owed on the loan; de	5.5 The property is damaged, destroyed, sold
The state of the s	louind upon seized, attached, or is the subject of an
The state of the s	formalogura action
	foreclosure action. 5.6 Any signer of this Mortgage, any signer o
	the Note or any quarantor of surely for the field
2 2 1 Other William Sell Of Other Wise transfer and	
The Droparty Or Otter to do 301 With	creditors or is the subject of any participates of
Lender's written consent. The lender's written consent.	ceivership proceeding.

ceivership 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 exis-

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

ner: 6.1 Lender may continue to charge interest on the unpaid part of the Loan Amount at the rate of

interest specified in the Note.

amount owed on the loan, including interest to be than due, and payable immediately.

a 16.3% Lender may, with respect to all or any portion of the Property, exercise the right to foreclose 16207

Mortgage:

Note.

3.3 Owner will pay all taxes, assessments, liens

ients between may be solided to by law in co-

If Owner fails to perform any of the agreements

and other encumbrances on the Property which might take priority over this Mortgage when they are due.

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

Feuget, gewands a Sweet Conder shall be embled to

5: The following are events of default under this trage: hope them page became of such manyor

there is a failure to perform any agreement in the

5.1 The promised payment amounts on the Note are not paid by the promised payment dates, or this Mortgage by judicial foreclosure in accordance with applicable law. A the occupant polycome growth

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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 lawland 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.

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12. Special provisions (if any):

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signed by the factor of the contract of the management is dated thember to Lifter enquire Love Automatic	12.5 C 000.400 That I have the fact payment in the Table
INDIVIDUAL ACKNOWLEDGMENT	12 2 (100 • 10) SEP (INSTRUMENT SERVICE OF THE CORPORATE ACKNOWLEDGMENT
STATE OF OREGON)	STATE OF OREGON
County of Klamath) ss.) Sept. 19.80	County of
Personally appeared the above-named David P. & Jan Gay Hinegardner	, and
and acknowledged, the foregoing instrument to be the voluntary act. 1. Garage	that _he, the said, who, being sworn, stated is a, and _he, the said is a of
OTARY	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:	Before me:
Notary Public for Oregon	Notary Public for Oregon
My commission expires: $3-71-83$	My commission expires:

#10 #54		IORTGAGE	T TRUCKS	POSE CONTRACT
David	P. Hines			
Janet. United State	te Gay Hi es National	inegardner Bank of Oreg	Mortgagor Jon	ingga ingga anggangan Silanggangangan
P.O. B			Mortgagee	Med
Klamati After recording U.	ralls. return to: S. Nation	Ore. nal Bank, ls, Branch	ong Jeografi Liggins Jose Jeografi	rior.

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80363

STATE OF OREGON,)
EHIST PAGE FOR MEGORDER'S USE
Filed for record at request of
on this 5th day of September 19 80 at 3:55 o'clock P M and duly recorded in Vol. M80 of Mortgages Page 16906 Wm D. MILNE, County Clerk By Curre that the beauty \$7.00