



UNITED STATES NATIONAL
BANK OF OREGON

89309

MORTGAGE

Vol. 1780 Page 16906
Date: Sept. 4, 1980
Klamath Falls, Oregon

Mortgagor ("Owner"): David P. Hinegardner
& Janette Gay Hinegardner
Owner's Address: 5658 Schiesel
Klamath Falls, Ore. 97601

Mortgagee ("Lender"):
United States National Bank of Oregon
Address: 740 Main St.
Klamath Falls, Ore. 97601

1. Owner mortgages to Lender, on the terms set out below, the following "Property" in
County, State of Oregon, including all improvements now and hereafter erected thereon:

Lot 21, Schiesel Tracts, Klamath County, Oregon

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2. This Mortgage secures the repayment of all amounts owed on a loan evidenced by a promissory note ("Note")
signed by David P. & Janette Gay Hinegardner ("Borrower") which is payable to Lender. This Note
is dated Sept. 4, 1980, the original Loan Amount is \$7,000.00, and the last payment is due 9-24-90.

Lender may without notice renew or extend the Note, and this Mortgage shall secure all such extensions and renewals
whether or not the extensions and renewals are longer than the original period of the Note.

3. Owner agrees to perform all acts necessary to
insure and preserve the value of the Property and Lender's
interest in it, including but not limited to the following
acts:

3.1 Owner will keep the Property in good con-
dition and repair. Unless Lender expressly waives the
requirement in writing, Owner will insure the Property,
by policies payable to Lender under Lender's loss pay-
able endorsement; for fire and extended coverage, and
also against all other risks that Lender may require.
The amount of insurance must be enough to pay 100%
of any loss, up to the balance owed on the loan, de-
spite the effect of any co-insurance clause. Owner will
provide Lender with proof of such insurance satisfac-
tory to Lender. Lender may inspect the Property at
any time.

3.2 Owner will not sell or otherwise transfer any
interest in the Property, or offer to do so, without
Lender's written consent.

3.3 Owner will pay all taxes, assessments, liens
and other encumbrances on the Property which might
take priority over this Mortgage when they are due.

4. If Owner fails to perform any of the agreements
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
Lender demands.

5. The following are events of default under this
Mortgage:

5.1 The promised payment amounts on the
Note are not paid by the promised payment dates, or
there is a failure to perform any agreement in the
Note.

5.2 Owner fails to perform any of the agree-
ments made in Section 3, whether or not Lender has
paid for the performance of the agreement.

5.3 There is a default under any other agree-
ment that secures the Note.

5.4 Any signer of this mortgage or any signer
of the Note misrepresented or falsified any material
fact in regard to either the Property, the financial con-
dition of any signer of the Note or any guarantor or
surety for the Note, or the application for the loan
evidenced by the Note.

5.5 The property is damaged, destroyed, sold,
levied upon, seized, attached, or is the subject of any
foreclosure action.

5.6 Any signer of this Mortgage, any signer of
the Note, or any guarantor or surety for the Note,
dies, becomes insolvent, makes an assignment for
creditors or is the subject of any bankruptcy or re-
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.

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

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.

6.2 Lender may declare the entire unpaid
amount owed on the loan, including interest, to be
due and payable immediately.

6.3 Lender may, with respect to all or any por-
tion of the Property, exercise the right to foreclose

(Continued on back)

