

6414

## MORTGAGE

19736

Loan Number

THIS MORTGAGE, Made the 9th day of September, 1981

by SHUR-WAY CONTRACTORS, INC.  
An Oregon Corporation

Mortgagors, unto BANK OF OREGON, an Oregon Corporation, Mortgagee,  
LENDER

WITNESSETH: That the said Mortgagors, in consideration of the sum of \* \* \* \* \* \$450,000.00 \* \* \* Dollars,

the receipt of which is acknowledged; and for the purpose of securing the repayment of the said sum with interest, and the performance of the covenants hereinafter contained, do hereby grant, convey, mortgage and warrant unto the said Mortgagee the lands, premises and property situated in the County of Klamath and State of Oregon described as follows, to-wit:

PARCEL 1: The following described real property in Klamath County, Oregon:

Lot 5 in Block 77 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, EXCEPTING THEREFROM the Southwest 3 feet of Lot 5 used for sewer line right of way. TOGETHER WITH an easement for driveway purposes described as follows:

Beginning at the most Southerly corner of Lot 7 in Block 77 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS; thence in a Northeasterly direction to the most Northeast corner of said Lot 7; thence Southeasterly to a point 10 feet Southeast of the Westerly corner of Lot 5; thence Northeasterly parallel with and 10 feet distant from the Northwest line of Lot 5, to the East line of said Lot 5; thence Northerly to the most Southerly corner of Lot 12; thence Northwesterly along the lot line between Lots 11 and 12, 10 feet; thence Southerly to a point that is 10 feet Northwesterly of the intersection of the Southeast line of Lot 11 and the West line of Idaho Street, and running parallel with said Idaho Street; thence Southwesterly parallel with and 10 feet distant from the Southeasterly parallel westerly line of Lot 10; thence Southwesterly to a point that is 20 feet Northwesterly of the most Northeasterly line of Lot 7; thence Southwesterly parallel with and 20 feet distant from the Southeasterly line of Lot 7 to the Southwest line of said lot; thence Southeasterly 20 feet to the most Southeast corner of Lot 7 and the point of beginning

Property Address: 1918 and 1920 Idaho Street, Klamath Falls, Or.

TO HAVE AND TO HOLD the granted premises and property, together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises including all buildings and improvements thereon (or that may hereafter be erected thereon), together with the reversions and remainders, rents, issues and profits thereof, together with the following property which is and shall be deemed to be fixtures and a part of the real property: all plumbing, heating, cooking, cooling, ventilating, watering, irrigating apparatus, window shades, venetian blinds, screens and storm windows and doors, shutters and awnings, floor coverings, machinery or any other fixtures and replacements thereof now or hereafter during the term of this mortgage belonging to or used in connection with the above described premises all of which are a part of the security for the indebtedness herein mentioned.

In addition thereto, the following described furniture, appliances and equipment or other fixtures and any replacements thereof, which are and shall be deemed to be fixtures and a part of the realty, are included as security for the indebtedness herein mentioned, to-wit:

And the Mortgagors hereby covenant with the said Mortgagee as follows:

FIRST: That this mortgage is given to secure the above sum, said sum to be paid in accordance with the terms of a certain promissory note or notes dated September 9, 1981, executed by SHUR-WAY CONTRACTORS, INC.

SECOND: The security of this mortgage shall also extend to and cover any additional loan, loans or advances made by the mortgagee to SHUR-WAY CONTRACTORS, INC., or any of his successors in ownership in the real estate hereby conveyed.





**FOURTEENTH:** In the event suit or action is instituted to enforce any of the terms of this mortgage, the Mortgagee shall be entitled to recover from Mortgagors such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. All reasonable expenses incurred by the Mortgagee that are necessary at any time in the Mortgagee's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, whether or not any court action is involved, shall become a part of the indebtedness secured hereby, payable on demand and shall bear interest at the rate of ten percent per annum from the date of expenditure until repaid.

**FIFTEENTH:** Should the Mortgagors be or become in default in any of the covenants or agreements contained herein, then the Mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may perform the same and all expenditures made by the Mortgagee in so doing, or under any of the covenants or agreements herein, shall draw the same rate of interest as is provided to be paid on the principal of this mortgage, and all such expenditures shall be repayable by the Mortgagors without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part payments or advances made by the Mortgagee for any of the purposes herein referred to.

**SIXTEENTH:** Mortgagors will not, without prior written consent of Mortgagee, transfer Mortgagors' interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may impose a service charge and may increase the interest on the indebtedness hereby secured.

**SEVENTEENTH:** Should the debt hereby secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be void, but in case default be made in the payment of the principal or interest, or any part or installment thereof, or in case the Mortgagors shall fail or refuse or default in the payment of any sum which may become due under the terms hereof when and as the same become due, or shall default in the fulfillment of any of the terms hereof or the performance of any of the provisions herein required by them as and when the same are required to be performed hereby, or shall permit or suffer any default in any of the terms hereof, time being the essence hereof, then the whole of the principal sum secured hereby and the interest thereon and any and all other sums due the Mortgagee under the terms hereof shall, at the option of the Mortgagee, become immediately due and payable without notice, and this mortgage may be foreclosed, but the failure to delay of the Mortgagee to exercise such option in any one or more instances shall not be a waiver or relinquishment of the right to exercise such option.

**EIGHTEENTH:** The mailing address(es) of the Mortgagor (Debtor) is 5204 Highbanks Rd., Springfield, Oregon

and the address of the Mortgagee (Secured Party) from which security information is obtainable is 941 N. Pacific Hwy.  
Woodburn, Oregon 97071

SHUR-WAY CONTRACTORS, INC.

Executed the day and year first above written.

BY: Max Ansola, Jr., President  
BY: Gary R. Parks, Secretary

STATE OF OREGON

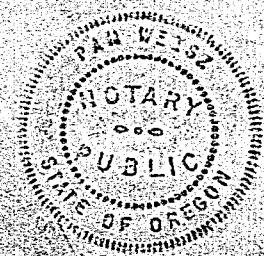
County of Marion } ss.

THIS CERTIFIES That on this 9th day of September A.D. 19 81, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Max Ansola, Jr. and Gary R. Parks who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same as their free act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Pam Weiss  
Notary Public for Oregon

My commission expires 8-26-85



19739

STATE OF OREGON

County of Wasco Klamath

ss.

THIS CERTIFIES, That on this 9th day of September A. D. 19 81, before me

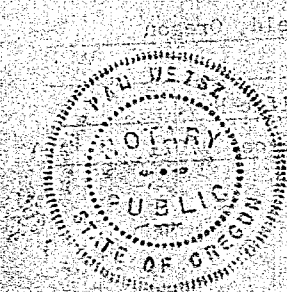
appeared Max Ansola Jr. and Gary R. Parks

both to me personally known, who being duly sworn, did say that he, the said Max Ansola Jr.  
is the President, and he, the said Gary R. Parks is the Secretary of

SHUR-WAY CONTRACTORS, INC., the within named Corporation, and that the seal affixed to said instrument is the  
corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of  
its Board of Directors, and that said Max Ansola Jr. and Gary R. Parks  
acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the  
day and year first in this, my certificate, written.

Pam Weiss  
Notary Public in and for said County and State  
My Commission expires 8-26-85



Loan No. \_\_\_\_\_

**Mortgage**

To

STATE OF OREGON,  
County of (Klamath)

Filed for record at request of

on this 12 day of Nov. A.D. 19 81  
at 3:36 o'clock P. M. and duly  
recorded in Vol. M 81 of Mtge.

Page 19736

EVELYN BIEHN, County Clerk

By Gary R. Parks Deputy

Fee 16.00

WHEN RECORDED PLEASE MAIL TO:

BANK OF OREGON

P.O. BOX 35

WOODBURN, OREGON 97071

\_\_\_\_\_, Oregon

