TAX -38-CH = 811015 = 4

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MORTGAGE<sub>vol: MY</sub> Page \_\_\_\_\_\_

	er W. Garage	Loan	Number
THIS MORTGAGE, Made the	9 <u>th</u>	day ofS	entemb
SHUR-WAY CONTR An Oregon Corp	ACTORS, INC. oration		19/81
Mortgagors, unto BANK OF O	REGON LENDER		, an Oregon Corporation, Mortgag
* * * * * *FOUR HUNDRED AND FIFTY	in consideration of th	e sum of * * * * * * * *	**********
the covenants Lereinafter contained, do hereby property situated in the County of Klam	y grant, convey, mort	gage and warrant unto the	m with interest, and the performance said Mortgagee the lands, premises a
PARCEL I: The following describe Lot 5 in Block 77 of BUENA VISTA the Southwest 3 feet of Lot 5 use for driveway purposes described a	ADDITION TO THed for sewer li states follows:	E CITY OF KLAMATH In ne right of way. ]	y, Oregon: FALLS, EXCEPTING THEREFRO COGETHER WITH an easement
Beginning at the most Southerly of CITY OF KLAMATH FALLS; thence in said Lot 7; thence Southeasterly Lot 5; thence Northeasterly parall Lot 5, to the East line of said Lot 12; thence Northwesterly along Southerly to a point that is 10 for line of Lot 11 and the West line of Street; thence Southwesterly parall with and 10 feet distant from the westerly line of Lot 10; thence Southe most Northeasterly line of Lot 10 from the Southeasterly line of Lot 20 feet to the most Southeast corn	corner of Lot 7 a Northeaster! to a point 10 el with and 10 ot 5; thence No g the lot line eet Northwester of Idaho Street 11el with and 1 Southeasterly to to 7; thence Souther of Lot 7 and the souther of Lot 7 and the street of Lot 7 and the str	in Block 77 of BUE y direction to the feet Southeast of t feet distant from ortherly to the mos between Lots 11 an- ly of the intersect , and running para. O feet distant from lot line of Lots 10 a point that is 20 thwesterly parallel hwest line of said d the point of begi	NA VISTA ADDITION TO THE most Northeast corner of the Westerly corner of the Northwest line of t Southerly corner of d 12, 10 feet; thence tion of the Southeast liel with said Idaho a the Southeasterly paral and 11, to the Southeast feet Northwesterly of
Property Address: 1918 and 1920 I	daho Street, K	lamath Falls, Or.	
TO HAVE AND TO HOLD the granted premappurtenances, now or hereafter belonging to or improvements thereon (or that may hereafter be profits thereof, together with the following prope plumbing, heating, cooking, cooling, ventilating, windows and doors, shutters and awnings, floor or during the term of this mortgage belonging to or security for the indebtedness herein mentioned.  In addition thereto, the following described for which are and shall be a semed to be fixtures and to-wit;	nises and property, tog used in connection e erected thereon), to rty which is and shal watering, irrigating a overings, machinery or used in connection w urniture, appliances a a part of the realty, a	gether with the tenements, I with the above described p gether with the reversions I be deemed to be fixtures pparatus, window shades, any other fixtures and replith the above described prediction of the fixture included as security for the with the tenement or other fixture included as security for the with the above described prediction.	and remainders, rents, issues and and a part of the real property: all venetian blinds, screens and storm accments thereof now or hereafter mises all of which are a part of the tres and any replacements thereof, he indebtedness herein mentioned.
And the Mortgagors hereby covenant with the said M  FIRST: That this mortgage is given to secure the above lated September 9 1981	Mortgagee as follows:	id in accordance with the terms	
SECOND: The security of this mortgage shall also extend SHUR-WAY CONTRACTORS, INC.		MAXXXXX.	

THRD: The Mortgagors warrant that they hold merchantable title to the above described premises and property in fee simple free of all encumbrances other than those enumerated in the title insurance policy, if any, issued for the benefit of the Mortgagee in connection with this encumbrances other than those enumerated in the title insurance policy, if any, issued for the benefit of the Mortgagee in connection with this transaction and accepted by the Mortgagee. Subject to such exceptions, the Mortgagors warrant and will forever defend the title against the claims of all transaction and accepted by the Mortgagee. Subject to such exceptions, the Mortgagors' title or the interest or priority of the Mortgagee under this persons. In the event any action or proceeding is commenced which questions Mortgagors' title or the interest or priority of the Mortgagee under this mortgage, Mortgagors shall defend the action or proceeding at their expense.

FOURTH: This instrument shall constitute a security agreement with respect to any personal property of fixtures or both included within the

At the request of the Mortgagee, Mortgagers shall join with the Mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code in a form satisfactory to the Mortgagee and will pay for filling the same in the proper public office or offices as well as the cost of such lien searches made by filing officers or searching agencies as may be deemed desirable by the Mortgagee.

FIFTH: During the entire life of this mortgage the building and improvements erected and to be erected upon said premises, and the personal property mortgaged herein if any, shall be kept insured by the Mortgagors against loss or damage by fire and such other hazards in such amounts, for such periods and under such form and type of policy as shall be satisfactory to the Mortgagee shall be entitled to the possession of all such insurance policies in property shall be made payable, in the event of loss, to the Mortgagee and the Mortgagee shall be entitled to the possession of all such insurance policies is hereby assigned to the Mortgagee as additional security to the loan and in the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagors in and to any such insurance policies then in force shall pass to the Mortgagee. The Mortgagors will pay the premiums for any failure to place or maintain such insurance, or for loss or lamburated as the same shall become due. The Mortgagee shall not be responsible for any failure to place or maintain such insurance, or for loss or damage growing out of a defect or non-payment of loss under any such policy of insurance. If the premises or property covered hereby or any part thereof, shall be damaged by fire or other hazards against which insurance is held, the amounts paid by any insurance company pursuant to the contract thereof, shall be paid to the Mortgagee and the amounts so received may be applied by the Mortgagee, at its option, either upon any sum of insurance, shall be paid to the Mortgagee and the amounts so received may be applied by the Mortgagee, at its option, either upon any sum of insurance, shall be paid to the Mortgagee and the amounts so received may be applied by the Mortgagee, at its option, either upon any and to the Mortgagee, whether or not same are due, or released by the Mortgagee, at its option, for the repairing, replacing a

Mortgagers shall promptly notify Mortgagee of any loss or damage which may occur to the mortgaged property. Mortgagee is hereby authorized, at Mortgagers shall promptly notify Mortgagee of any loss or damage which may occur to the mortgaged property. Mortgagee is hereby authorized, at Mortgagers shall promptly notify Mortgage of any loss or damage which may occur to the mortgaged property. Mortgagee is hereby authorized, at Mortgagers shall promptly notify Mortgagers of any loss or damage which may occur to the mortgaged property. Mortgagee is hereby authorized, at Mortgagers shall promptly notify Mortgagee of any loss or damage which may occur to the mortgaged property. Mortgagee is hereby authorized, at

SIXTH: The Mortgagors will pay before delinquency, and before any penalties, interest or other charges accrue or are added thereto, any and all taxes, assessments which may become liens thereon prior to the taxes, assessments, liens, charges for the use of water on said premises, and any other charges or assessments which may become liens thereone prior to taxes, assessments, liens, charges for the use of water on said premises, and all liens for labor or material, or any lien whatsoever that may become prior to taxes, assessments, liens, charges for the water of this mortgage, and will keep said property free and clear of any and all liens for labor or material, or any lien whatsoever that may become liens thereon the mortgage on account of its ownership of this mortgage, then the this mortgage. If any future law is passed taxing or assessing this mortgage or the Mortgagee may, upon the passing of such law, declare the entire debt hereby secured due and payable.

The assessor or tax collector of the county in which the mortgaged property is located is authorized to deliver to the Mortgagee a written statement of

SEVENTH: Together with and in addition to the monthly payments of principal and interest payable under the terms of the note or notes cured hereby, if said monthly payments are made by Mortgagors, the Mortgagors may agree to pay to the Mortgagee, until the said note or notes are like made the following. the property taxes assessed or owing at any time.

A sum equal to the premiums that will next become payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagors are notified) less all sums taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagors are notified) less all sums taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagers agree to pay to the date when such premiums, taxes and assessments. In the event that Mortgagors agree to pay to the already paid therefor, divided by Mortgage to pay such premiums, taxes and assessments. In the event that Mortgagors agree to pay to the delinquent, such sums to be held by Mortgage to pay such premiums, taxes and assessments in the event that Mortgagors agree to pay to the Mortgage such sums, payment shall be secured by this mortgage and Mortgagors failure to make such payments shall be an event of default hereunder.

Mortgagee such sums, payment shall be secured by this mortgage and mortgagors lailure to make such pay EIGHTH: The Mortgagors will use said mortgaged premises only for lawful purposes and will not or and will not do or suffer to be done any act or thing which may in any way impair the security of improvements thereon shall at all times be kept in a sound state of preservation and in good repair, the improvements thereon shall at all times be kept in a sound state of preservation and in good repair, the changed, and alterations in the said premises or additions thereto shall not be made without the write said premises are to be used for farming. Mortgagors will maintain and cultivate the same in a good and preventing soil erosion thereon and of preserving the fertility of the cultivated portions thereof; will not remove or demolish or permit the removal or demonstrating soil erosion thereon and cared for, will not remove or demolish or permit the removal or demonstration in the sum of the sum of the second or the sum of the sum of

y and all all not be nortgaged ethods of irrigated, fences or premises ers, wells,

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In the event of an actual or threatened destruction or removal of the improvements or property on in this paragraph "EIGHTH," the Mortgagee may, at its option, declare the entire debt hereby secured due and payable. All juuginems, uccrees and in this paragraph "EIGHTH," the Mortgagee may, at its option, declare the entire debt hereby secured are hereby assigned in their entirety to the awards for injury to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to the Mortgagee, who may, apply the same to the indebtedness hereby secured in such manner as it may elect.

NINTH: Any structure being constructed on the mortgaged premises, or to be constructed, shall be completed within \_\_\_\_\_\_months from the date hereof. Mortgagors will perform all of the terms and conditions of Mortgagors to be performed pursuant to any commitment agreement or construction. Mortgagors will perform all of the terms and conditions of Mortgagors of any of such terms or conditions shall also be a default construction loan agreement executed in connection with this mortgage. Failure of performance of any of such terms or conditions shall also be a default this mortgage. In the event of any such defaults the Mortgage may, at its option, and in addition to any other remedies provided by law or contract, declare the entire debt hereby secured to be immediately due and navable.

TENTH: This mortgage and the note or notes hereby secured may be extended or modified by the Mortgagee at any time for the payor hereunder without notice to any other person, firm or corporation and without releasing the Mortgagors or any subsequent guarantor or payor from any liability notice to any other person, firm or corporation and without releasing the Mortgagors or any subsequent guarantor or payor from any liability nervenue or under said note or notes and without impairing, altering or affecting the lien of this mortgage in any way. Each of the covenants and hereunder or under said note or notes and without impairing, altering or affecting the lien of this mortgage to any one or more parties without agreements herein shall be binding upon; all successors in interest of each of the Mortgagee to the Mortgagee to any one or more parties without agreements herein shall be binding upon; all successors in interest of each of the Mortgagee to any one or more parties without agreements herein shall be binding upon; all successors in interest of each of the Mortgagee to any one or more parties without agreements herein shall be binding upon; all successors in interest of each of the Mortgagee to any one or more parties without agreements herein shall be binding upon; all successors in interest of each of the Mortgagee to any one or more parties without agreements herein shall be binding upon; all successors in interest of each of the Mortgagee to any one or more parties without agreements herein shall be binding upon; all successors in interest of each of the Mortgagee to any one or more parties without agreements herein shall be binding upon; all successors in interest of each of the Mortgage in trust for the benefit of such assignee or assignees, and may such assignee or assignees to the same extent as though the mortgage.

ELEVENTH: All rents, issues, income and profits derived from the mortgaged premises and property are hereby assigned to the Mortgagee as additional security. In the event of default of the Mortgagors in any respect under this mortgage, the Mortgagee shall have the right to collect and retain additional security. In the event of default of the Mortgagors in any respect under this mortgage, income and profits shall be applied by the rents; issues, income and profits derived from the mortgaged premises and property, and said rents, issues, income and profits derived from the mortgaged premises and expenses in connection with the operation and management of the mortgaged premises and connection with the operation and management of outport any indebtedness due or which may become due upon said note or Mortgagee, at its option, in payment of operating costs and expenses in connection with the operation and upon the mortgaged premises and take possession payment of customary costs and charges for collection and management, or upon any indebtedness due or which may become due upon said note or which may be considered and upon the mortgaged premises and take possession payment of customary costs and charges for collection and management, or upon any indebtedness due or which may be come and upon the mortgaged premises and take possession payment of customary costs and charges all have the right at its option to enter into and upon the mortgaged premises and take possession payment of upon or under this mortgage. The Mortgagee shall have the right at its option to enter into and upon the mortgaged premises and take possession payment of upon or under this mortgage. The Mortgagee shall have the right at its option to enter into and upon the mortgaged premises and take possession payment of upon or under this mortgage shall have the right at its option to enter into and upon the mortgaged premises and take possession payment of upon or under this mortgage.

TWELETH: If all or any part of the morte of premises and property is condemned, the Mortgagee may, at its election, require that all or any part of the morte of the net proceeds of the award be applied on the indebtedness secured hereby. The "net proceeds of the award" means the award after payment portion of the net proceeds of the award be applied on the indebtedness secured hereby. The "net proceeds of the award" means the award of the net proceeds of the award be applied on the indebtedness secured hereby. The "net proceeds of the award" means the award of the net proceeds of the award be applied on the indebtedness secured hereby. The "net proceeds of the award" means the award of the net proceeds of the award of the award be applied on the indebtedness secured hereby. The "net proceeds of the award" means the award after payment of the net proceeds of the award be applied on the indebtedness secured hereby. The "net proceeds of the award means the award of the award be applied on the indebtedness secured hereby. The "net proceeds of the award means the award of the award be applied on the indebtedness secured hereby. The "net proceeds of the award means the award of the award be applied on the indebtedness secured hereby. The "net proceeds of the award means the award be applied on the indebtedness secured hereby. The "net proceeds of the award means the award hereby means the award hereby

THIRTEENTH: In the event it becomes necessary in the judgment of the Mortgagee so to do, the Mortgagee, without notice and without regard to the value of the mortgaged premises or to the adequacy of the security for the debt, shall have the right to apply to any Court having jurisdiction for the appointment of the mortgaged premises or to the adequacy of the security for the debt, shall have the right to apply to any Court having jurisdiction for the appointment of a Receiver and to have appointed a Receiver to manage and control said mortgaged premises and remaining in or about said appointment of a Receiver and to have appointed a Receiver to manage and control said premises; or may be removed by the Mortgagee or Receiver, any Receiver enters into possession of said premises and property, any personal property or may be removed by the Mortgagee or Receiver in the operation of the premises; or may be removed by the Mortgagee or Receiver in the operation of injuries, loss, destruction or damage to such property or and in no event shall the Mortgagee or Receiver be held liable or responsible in any manner for injuries, loss, destruction or damage to such property or any portion thereof:

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 of the enforcement of its rights, including without limitation, 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, and all such expenditures shall be repayable by the Mortgagors without demand, and together with interest and costs accruing thereon, shall be advances made by the Mortgagee for any of the purposes herein referred to.

SIXTEENTH: Mortgagors will not, without prior written consent of Mortgagee, transfer Mortgators' 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, 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

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 a secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be a secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be a secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be a secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be a secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be a secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be a secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be a secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be a secured and all sums due under the terms and covenants hereof be paid when due, then the secured and all sums due under the terms and covenants hereof be paid when due, then the secured and all sums due under the terms and covenants hereof be paid when due, then the secured and the 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 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 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. ), President STATE OF OREGON County of Marion 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. S source S



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

Notary Public for Oregon

My commission expires 8-26-85

gaparessent came 2746

STATE OF OREGON  County of XYEKKINK Klama THIS CERTIFIES, That	nec nec	day of Septembe	A. C	1981., before me
appeared Max Ansola	a <b>Jr.</b>	and Gary R	Parks Max Ansola Jr.	(2) 전 (2) 1
· · · · · · · · · · · · · · · · · · ·	who being duly sworn, d	d say that he, the said		나 하는 이 강화를 하는 것은
Continue of the contract of th		Gary R. Parks within named Corporation,	and that the seal affixed t	o said instrument is the
	tine and that the said inst	niment was signed and some	25 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	Political Affahalistich der Pro
corporate seal of said Corporate is Board of Directors, and tha acknowledged said instrumen	e on he the free act and dec	d or 271d Corborners	장하다 보고 그 유럽 시간 중심 것이 되었다. 그 그	오늘 얼마나 하시는 아이들은 하시는 것은 사람이 가나왔다.
acknowledgeu said mac	IN TESTIMONY W	HEREOF, I have hereunto s	set my hand and affixed	my official seal, this the
10557 24.5 10557 24.5 10557 24.5	day and year first	in this, my certificate, writte	Notary Public in and for s	oid County and State
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