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	(A) D. Soldmann and D. C.					<u> </u>	<u> </u>	
	0931004	9002	4-27-83			M	ORTGAGE	
	1Bana	Helen A. By	Ore	12-20-83	\$31,500.0	0		1
	Domower:	David W. Bye 3247 Bursell	1 Road		Bank:	Central Poin	- C +-+-	20
		Central Poir	nt, Oregon 9	7502	trace is a <u>des</u>	<u>P. O. Box 34</u>	57	
	Borrower is th	a de la construir de la constru La construir de la construir de		gentlesseries to a serie de la se	9 - 19 - 19 <u>- 1</u> 1 - 19 - 19 - 19 - 19 - 19 - 19 - 19 -	<u>Central Point</u>	, Oregon 97502	
	(the Real Prop	e owner of the forerty): SECONE	ollowing-described	real property loc	ated in		홍성 가슴옷에 잘 가지 못하는	<u></u>
	all in Blo	rly 9.68 fee	t of Lot 15,	Lot 16 and I	ot 17		County, Or	reg
	이 이 가슴이 있다. 이 이 이 가슴이 있다. 이 이 이 가슴이 있다.			to the City e office of	of Klamath the County	the North 1.5 Falls, accord Clerk of Klam	County On 1 feet of Lot 18 ing to the ath County, Oreg	3
		THIS DOCUME	NT TO PETHO D	성관 한 방송 위험				<u>,</u> ОП
		그는 이 지금 아파 집을 통해 한 것을 위해 있는 것을 하는 것을 하는 것을 했다.	新闻的 法法律的 网络新闻的 网络新闻 化加热的加热	nga ng panghapanan ng pananan na pangabah		THE LEGAL DES	A 이 이 이 가슴 것 같아요. 이 가슴	
្ប	Nank has seen			내는 그 집에 집에서 가지 않는 것이 같아요. 것이 같아.	n certain terme		orrower's indebtedness	
S	sued are called	"the Notes." The	ote or notes which Notes will mature	with any notes	given in renew	al of or substitution	prrower's indebtedness for the notes original	5 W
					lies)	, 영화 방송가가 가지는 것이다. 같이 있는 것이다. 같이 가지 않는 것이다.		iy 1
	🗌 🗌 se	Curity agreement	dated Aprill 27.	1983				
и Т	which are execu	ited in connection	n with this Mortgag	le.	el de transforment (de la Maria) La Alexander de la Carlos de la Carlos			
u	with the terms	lent by Borrower	r of the Indebtedn	ess to be eviden	ced by the Nor	es with interest the	ereon in strict accorda	
<u>п</u>	lents and all a			A LINE REAL Pron.	ortu with all	guge	and other Related I	200
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13	1. Paument a	d Dorf	-3-e i ropenty, with	einer now or her	eafter due on i	he following t	renues, incon	me
	Borrower w	ill pay to Bank p	romptly when due	e all amounte na		ine renowing terms	and conditions: Mortgage and will stric	
2	2. Late Charg	e.	romptly when due ed upon Borrower	by this Mortgage	2.	is secured by this	Mortgage and will stric	ctly
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	Sunday, and	d legal holidaus t	charge may be chi	arged on any par	yment that is n	then the following	rule shall apply with a ate (excluding Saturda 5 percent of the sum	re-
	Sector and the sector of the s	interest of the 1	ion on the 13	in day). The late	charge will be	in the set utys (are rexcluding Saturda	av.
1,225	If the Median	· interest of the d	emiquent installme	ill payment then	duo	in the amount of	o percent of the sum	nf
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• 3	If the Mortga lated at the r	aged Property do ate of p	es not consist of a	single-family, or	due. wner-occupied	dwelling, then the I	ate charge will be	
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other security satisfactory to Bank in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Borrower shall defend itself and Bank and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Borrower shall name Bank as an additional obligee under any surety bond furnished in the contest proceedings.

6.4 Evidence of Payment of Taxes or Assessments. Borrower shall upon demand furnish to Bank evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Bank at any time a written statement of the taxes and assessments against the Mortgaged Property.

6.5 Tax Reserves. Subject to any limitations set by applicable law, Bank may require Borrower to maintain with Bank re-serves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Bank to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand nay any deficiency to Bank. The reserve funds shall be held by Bank as a caneral deposit from Borrower shall upon demand pay any deficiency to Bank. The reserve funds shall be held by Bank as a general deposit from Borrower and shall consti-tute a noninterest bearing debt from Bank to Borrower which Bank may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.

6.6 Notice to Bank. Borrower shall notify Bank at least 15 days before the commencement of any work, the furnishing of any services or the supplying of any materials to the Mortgaged Property the cost of which is to exceed \$5,000, and the nature of which is such that a mechanic's lien might be asserted on account of the work, services or materials. Borrower will on request furnish to Bank advance assurances satisfactory to Bank that it can and will pay the cost of such improve-

Casualty Insurance.

7.1 Maintenance of Casualty Insurance. Borrower shall procure and maintain policies of fire insurance with standard extended coverage endorsements on (check which applies)

a replacement cost an actual cash value

basis covering all improvements on the Mortgaged Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Bank. Policies shall be written by insurance companies reasonably acceptable to Bank. Borrower shall deliver to Bank certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days written notice to Bank.

7.2 Borrower's Report on Insurance. If the property secured by this mortgage is intended for commercial use, the Borrower shall within 60 days after the close of its fiscal year, furnish to Bank a report on each existing policy of insurance showing: (a) the name of the insurer;

(b) the risks insured;

(c) the amount of the policy;

(d)

the property insured, the then current (check which applies) 🗋 cash value of the property, and the manner of determining that value; I replacement cost of the property, and the manner of determining that cost; and

(e) the expiration date of the policy.

Borrower shall upon request have an independent appraiser satisfactory to Bank determine the (check which applies) \Box cash value \Box replacement cost of the Mortgaged Property.

7.3 Application of Proceeds. Borrower shall promptly notify Bank of any loss or damage to the Mortgaged Property. Bank may make proof of loss if Borrower fails to do so within 15 days of the casualty. All proceeds of any insurance on the Mortgaged Property shall be held by Bank as part of the Mortgaged Property. If Borrower elects to repair or replace the damaged or destroyed improvements in a manner satisfactory to Bank, Bank shall, upon satisfactory proof of expenditure, new or reinhume Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not to pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Borrower elects not-to restore the Mortgaged Property, Bank shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Borrower. Any proceeds which have not been paid out within 180 days after their receipt and which Borrower has not committed to the repair or restoration of the Mortgaged Property shall be used to prepay first accrued interest and then principal of Borrower's Indebtedness.

7.4 Insurance Reserves. Subject to any limitations set by applicable law, Bank may require Borrower to maintain with ciency to Bank. The reserve runas shall be need by bank as a general deposit from Borrower and shall constitute a non-interest bearing debt from Bank to Borrower which Bank may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Bank does not hold the reserve funds in trust for Borrower, and Bank is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower. Imposition of Tax by State.

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8.1 State Taxes Covered. This section shall apply to the following state taxes:

(a) A specific tax on mortgages or any part of the secured Indebtedness.

(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from pay-(c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by mortgagors. 8.2 Effect of Taxes. If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met: (a) Borrower may lawfully pay the tax or charge imposed by the state tax, and

(b) Borrower pays or offers to pay the tax or charge within 30 days after notice from Bank that the tax law has been 9. Transfer of the Property; Assumption.

If all or any part of the Mortgaged Property or an interest therein is sold or transferred by Borrower without Bank's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the chase money security interest for nousehold appliances, (c) a transfer by devise, descent of by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to pur-chase, Bank may, at Bank's option, declare the Notes immediately due and payable. Bank shall have waived such option to accelerate if, prior to the sale or transfer. Bank and the person to whom the Mortgaged Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Bank and that the interest payable on the Notes shall be at such rate as Bank shall request. If Bank has waived the option to accelerate provided in this paragraph 9, but it balls be at such rate as Bank shall request. If Bank has waived the option to accelerate provided in this paragraph 9, but it balls be at such rate as Bank shall request. and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Bank, Bank shall release Borrower from all obligations under this Mortgage and the Notes. Consent by Bank to one transfer shall not constitute consent to other transfers or a waiver of this section.

10. Events of Default.

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The following shall constitute events of default:

(a) Failure of Borrower to make any payment required under this Mortgage when due.

Failure of Borrower to perform any other obligation contained in this Mortgage or Related Documents within 30 days after notice from Bank specifying the nature of the default or, if the default cannot be cured within 30 days, failure within such time to commence and pursue with reasonable diligence curative action. No notice of default and no op-

- portunity to cure shall be required if during the same calendar year Bank has already sent a notice to Borrower con-
- (c) Dissolution, insolvency, business failure or discontinuance of Borrower as a going business (except for labor disputes); appointment of a receiver of any of the property of, assignment for the benefit of creditors by or commencement of any proceedings under any bankruptcy or insolvency laws by Borrower; failure of Borrower to obtain dismissal or deny the contexts of any patients filed against it under any bankruptcy or insolvency laws by Borrower; failure of Borrower to obtain dismissal or deny the contexts of any patients filed against it under any bankruptcy or insolvency laws by Borrower; failure of Borrower to obtain dismissal or deny the contexts of any patients filed against it under any bankruptcy or insolvency laws contents of any petition filed against it under any bankruptcy or insolvency laws within the time required to answer. 11. Bank's Rights upon Default.
 - 11.1 Remedies. On default Bank may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity or otherwise
 - (a) Bank may declare the entire amount owed by Borrower, including any prepayment penalty which Borrower would be
 - (b) Bank may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a bank-in-pos-
 - (c) Bank may, either through a receiver or as a bank-in-possession, take possession of all or any part of the Mortgaged
 - (d) Bank may revoke Borrower's right to collect the rents and revenues from the Mortgaged Property, and may, either it-Bank may revoke borrower's right to collect the rents and revenues from the Mongaged Property, and may, either n-self or through a receiver, collect the same. To facilitate collection, Bank may notify Borrower's tenants to pay rents di-rectly to it. Bank shall not be deemed a bank-in-possession solely by reason of exercise of the rights contained in this (e) Bank may obtain a decree foreclosing Borrower's interest in all or any part of the Mortgaged Property.

(f) If permitted by applicable law, Bank may foreclose Borrower's interest in all or any part of the Mortgaged Property by

(g) If permitted by applicable law, Bank may obtain a judgment for any deficiency remaining in the Indebtedness due to Bank after application of all amounts received from the exercise of the rights provided in this section. (h) With respect to any part of the Mortgaged Property that is personal property. Bank may exercise the rights and rem-

edies of a secured party under the Uniform Commercial Code of the state in which the property is located 11.2 Receiver. Bank shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent

- value of the Mortgaged Property exceeds the amount of the secured indebtedness, and any receiver appointed may serve without bond. Employment by Bank shall not disqualify a person from serving as receiver. 11.3 Rights of Receiver or Bank-in-Possession. Upon taking possession of all or any part of the Mortgaged Property the receiver or Bank may:
- (a) Use, operate, manage, control and conduct business on the Mortgaged Property and make expenditures for all main-
- (b) Collect all rents, revenues, income, issues and profits from the Mortgaged Property and apply such sums to the ex-
- At Bank's option, complete any construction in progress on the Mortgaged Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Bank deems appropriate. If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow, from Bank

If the revenues produced by the Mongaged Property are insufficient to pay expenses, the receiver may borrow, from Bank or otherwise, or Bank may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Notes from the date of expenditure until repaid and shall be payable by Borrower to Bank on demand

11.4 Manner of Nonjudicial Sale. In exercising the remedies provided in paragraphs 10.1(f) and (h), Bank may sell ail or any part of the Mortgaged Property as a whole or in parcels. Bank may bid at any public sale on all or any portion of the Mortgaged Property. Bank shall give Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and police given at least 10 days. after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days in the following fashion shall be conclusively presumed to be reasonable. A public sale conducted

- (a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation pub-lished in the county in which the sale is to be held;
- The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Borrower
- (c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Bank

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(d) The sale is by auction, but it need not be by a professional auctioneer;

(e) The Mortgaged Property is sold as is and without any preparation for sale by Bank.

11.5 Election of Remedies. Election by Bank to pursue one remedy shall not exclude resort to any other remedy. and all remedies of Bank under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take ac-tion to perform an obligation under paragraph 12.7 shall neither prejudice Bank's right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

11.6 Application of Proceeds from Mortgaged Property. All proceeds realized from the exercise of Bank's rights and

- (a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any receiver or bank-in-possession, and the costs and expenses provided for in paragraph 12.3; (b) To pay all amounts owed by Borrower payment of which is secured by this Mortgage;
- (c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, other-Miscellaneous.

12.1 Notices. Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered un-der this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by notice to the other designate

12.2 Annual Reports. If the property secured by this Mortgage is intended for commercial use. Borrower shall within 60 days following the close of each fiscal year of Borrower, furnish to Bank a statement of net operating income received from the Mortgaged Property during Borrower's previous fiscal year in such detail as Bank shall require. "Net operating income received from shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

12.3 Expenses. In the event that Bank shall take any action, judicial or otherwise, to enforce the Notes or any provision of this Mortgage, the Loan Agreement or the Security Agreement or if Bank shall be required to appear in any proceeding. to protect and maintain the priority of this Mortgage, Bank shall be entitled to recover from Borrower all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors reports, and altorneys' fees, whether incurred in a suit or action or appeal from a judgment or de-truth interest thereon at the biohest rate then being paid on any of the Notes from the date of expendet until repaid. with interest thereon at the highest rate then being paid on any of the Notes from the date of expenditure until repaid. 12.4 Waiver. A waiver by Bank of a breach of any provision of this Mortgage shall not constitute a waiver of that provi-sion or of any succeeding breach of or prejudice Bank's right otherwise to demand strict compliance with the same or any

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12.5 Mortgage Binding upon Successors and Assigns. Subject to section 9, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Borrower and Bank. If ownership of the Mortgaged Property becomes vested in a person other than Borrower, Bank, without notice to Borrower, may deal with Borrower's successor with reference to this Mortgage and the Notes by way of forebearance or extension without releasing Borrower from the obligations of this Mortgage or liability under the Notes.

12.6 Time of Essence. Time is of the essence of this Mortgage.

12.7 Bank's Right to Perform Obligations of Borrower. If Borrower fails to perform any obligation required of it under this Mortgage, Bank without notice may take any steps necessary to remedy such failure. Borrower shall reimburse Bank the date of expenditure until repaid. Such action by Bank shall not constitute a waiver of the default or any other right or remedy which Bank may have on account of Borrower's default.

remedy which Bank may have on account of Borrower's default. 12.8 Security Agreement; Financing Statements. This instrument shall constitute a security agreement under the Uni-form Commercial Code with respect to any personal property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the Collateral). Borrower shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Borrower's expense in all public offices where filing is required to perfect the security interest of Bank in strument as financing statements. Upon default Borrower shall, within three days after receipt of written demand from Bank, assemble the Collateral and make it available to Bank at a place designated by Bank. 12.9 Release on Full Performance. If Borrower paus the full indebtedness when due and performs all obligations under

12.9 Release on Full Performance. If Borrower pays the full indebtedness when due and performs all obligations under this Mortgage, Bank shall, if requested, execute and deliver to Borrower a suitable satisfaction of this Mortgage.

12.10 Applicable Law. This Mortgage has been executed and deliver to borrower a suitable satisfaction of this Mortgage. 12.10 Applicable Law. This Mortgage has been executed and delivered to Bank in the State of Oregon and all payments are to be made to Bank in the State of Oregon. The law of the State of Oregon shall be applicable for the purpose of con-struing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Bank on default. The law of the state where the Mortgaged Property is located shall control whether the property may be sold without judicial foreclosure. 12.12 Multiple Parties. If there is more than one borrower the obligations imposed upon Borrower under this Mortgage

shall be joint and several. Assignment of an and several.

Byers Bolower Byers Helen A. Byers NDIVIDUAL ACKNOWLEDGEMENT N Halen a David W. Byers STATE OF OREGON SS County of _____Jackson April Personally appeared the above-named <u>Borrowers</u> 19 83. assault, woluntary act Alian By 🗋 en 11:00 Notary Public for Oregon 101110 Constanting of the My commission expires: My Commission Expires Dec \dot{t} TI 1 CORPORATE ACKNOWLEDGMENT 7 STATE OF OREGON ti standari Ali) ss County of _ Personally appeared _ 19 who being duly sworn, stated that, the said _, is a and, the said . is a of Borrower corporation and that the seal affixed hereto is its seal and this this Mortgage was voluntarily signed and sealed in behalf of the corporation by Authority of its Board of Directors. 的超行的。 an the Complete By The BRUIL IN BRITSHILL, BRUK MUSARSONIA Notary Public for Oregon 合成的 的复数形式 网络 My commission expires: PARTNERSHIP ACKNOWLEDGEMENT SS R.A. MTC STATE OF OREGON County of _ STATE OF OREGON; COUNTY OF KLAMATH; SS I hereby certify that the within instrument was received and filed for record on the <u>16th day of June A.D., 19 83 at 11,29</u> of clock P and duly recorded in Vol M83, of Mortgages on page 9906 NDEXED EVELYN BIEHN BOUNTY CLER FEE \$ 16.00 1 by huy Ê. 415 01 09 Deputy IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last an STATE OF OREGON: COUNTY OF KLAMATH :SS I hereby certify that the within instrument was received and filed for record on the 7 day of July A.D., 1983 at 8:44 o'clock Al and duly recorded in Vol M 83, of 4 mtges on page. 10717 ____A_M, EVELYN BIEHN COUNTY CLERK Fee \$ 16.00 by Jun H erns Deputy