

41083

SECURITY AGREEMENT

MCL-1 - Revised 1281

Gerald N. Mathias Sr.
(Debtor)Vol. M83 Page 20479
(Street Address)

City of Klamath Falls

Oregon

County of

State of Oregon hereinafter called "Debtor"), hereby grants to

Glendive BN Federal Credit Union

whose address is Box 600

in Glendive

Montana (herein-

after called "Secured Party"), a security interest in the following described goods complete with accessories, attachments, accessions and equipment now or hereafter attached or appertaining thereto or used in connection therewith (hereinafter called "Collateral"), to-wit:

Description of collateral:

1975 Datsun. Model B210. 4 door. Vinyl roof. AM/FM stereo/Tape. Rear window defroster. Blue in color. Serial #HLB210607768.

to secure payment of the Debtor's note or notes of even date herewith in the aggregate principal or face amount of \$ 4,303.82 and any and all extensions or renewals thereof in whole or in part, and also any other indebtedness or liabilities now existing or hereafter arising, including future advances or other value, due or to become due, absolute or contingent, and whether several, joint, or joint and several, of the Debtor to the Secured party.

The Debtor warrants and agrees:

1. Except for the security interest granted hereby, the Debtor is the owner of the collateral free from any liens, security, interest, encumbrances or other right, title or interest of any other person, firm or corporation.

2. The Collateral is used or bought for use, and will be used, primarily for (check one):
☒ Personal, family or household purposes, and the Debtor's residence is that shown at the beginning of this agreement unless a different residence is shown in the following space:☐ Farming operations, and the Debtor's residence is that shown at the beginning of this agreement unless a different residence is shown in the following space:☐ Business use, and the Debtor's chief place of business is that shown at the beginning of this agreement unless a different address is shown in the following space:

3. Unless a "No" is inserted in the space at the end of this paragraph, the Debtor is acquiring ownership of the collateral from the proceeds of the loan evidenced hereby and by the Debtor's note above referred to, and Secured party has been and is authorized to disburse the proceeds of the loan directly to, or the Debtor will remit such proceeds directly to, the seller of the collateral.

4. The collateral will be kept at the address shown at the beginning of this agreement unless a different address is shown in the following space:

5. If the collateral is or is to be attached to, installed in or located on real estate in such manner as to become fixtures, the description of the real estate is as follows:

6. The Debtor will upon demand by Secured party furnish a disclaimer or disclaimers, signed by all of the persons having an interest in said real estate, of any right, title, interest or lien upon the collateral prior to the security interest of Secured party pursuant hereto.

7. The Debtor will not sell or offer or attempt to sell the collateral or any substitutions or accessions, or any interest therein, and will not create or permit to exist any other security interest in or other encumbrance upon the collateral. There is no financing statement now on file in any public office covering any property of any kind now or hereafter owned by the Debtor, or in which Debtor is named as or signs as the debtor, except the financing statement filed or to be filed in respect of and for the security interest provided for herein and the following:

8. Any one of the following shall constitute an event of default for the purposes hereof: (a) if the Debtor uses the collateral in violation of any statute or ordinance; or (b) if the Debtor fails to pay promptly when due all taxes and assessments upon the collateral and for its use or operation, or fails to keep the collateral in good repair, or fails to keep the collateral insured (with an insurance company or companies acceptable to Secured party and with loss payable to Secured party as its interest may appear) at all times against fire (with extended coverage), theft, physical damage and such other risks, and in such amounts for all risks, as Secured party shall require, all of which matters and things referred to in this clause (b) the Debtor hereby warrants and agrees to do and perform; or (c) if default is made in the due and punctual payment in full or any indebtedness secured hereby when and as any part of such indebtedness shall become due and payable; or (d) if default is made by the Debtor in the performance or observance of any covenant or agreement provided therein to be performed or observed by the Debtor, or (e) if any warranty, representation or statement made or furnished by the Debtor in the performance or observance of any covenant or agreement provided therein to be performed or observed by the Debtor, or (f) if the collateral suffers substantial damage or destruction; or (g) if the collateral is levied or seized under any levy or under any other legal process; or (h) the death, incompetence, dissolution or termination of existence of the Debtor; or (i) the commencement of any bankruptcy or insolvency proceedings by or against the Debtor or any grantor or security for the Debtor.

9. Debtor agrees that upon the occurrence of any of the events of default set forth in paragraph 7 hereof, the full amount remaining unpaid on the indebtedness secured hereby shall at the option of Secured party, by notice in writing sent by mail addressed to the Debtor at the address shown at the beginning of this agreement (except that no notice of any kind need be given if the event of default is any one set forth in item (g) or item (h) or item (i) of paragraph 7 hereof), be and become due and payable forthwith, and Secured party shall then have the rights, options, duties and remedies of a Secured party under, and the Debtor shall have the rights and duties of a debtor under, the Uniform Commercial Code of Montana regardless of whether such a Code or a law similar thereto has been enacted in the jurisdiction where the rights or remedies are asserted), including without limitation the right in Secured party to take possession of the collateral and of anything found therein, and the right for that purpose without legal process to enter any premises where the collateral may be found, provided such entry shall be done lawfully, and Debtor further agrees in any such case to deliver the collateral to Secured party at a place to be designated by Secured party. Any requirement of said Code of reasonable notification of the time and place of any public sale, or of the time after which any private sale or other intended disposition is to be made, shall be met by giving the Debtor at least 5 days prior written notice of the time and place of any public sale or the time after which any private sale or other intended disposition is to be made. The Debtor shall be and remain liable for any deficiency remaining after applying the proceeds of disposition of the collateral first to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including the reasonable attorneys' fees and legal expenses incurred by Secured party in connection therewith, and then to the satisfaction of the indebtedness secured hereunder. It is agreed that the sheriff of the County in which the collateral, or any part thereof, may be, on request of the Secured party and delivery to such sheriff of a copy of this security agreement, may take possession of the collateral in case of default and sell the same in whole or in part as provided by law.

10. Secured party may, in the event of default by the Debtor in so doing, obtain insurance, pay taxes, liens or encumbrances, or order and pay for repairs, and all amounts expended by Secured party shall with interest thereon at _____% per month on unpaid balance, constitute indebtedness of the Debtor secured hereby and be payable forthwith; but no such act or expenditure by Secured party shall relieve the Debtor from the consequences of such default.

11. No warranties, express or implied, and no representations, promises or statements have been made by Secured party unless endorsed hereon in writing. The Debtor hereby waives the benefit of any exemption or Homestead statutes now or hereafter in force. Any provision of this agreement prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

12. This agreement and all rights and liabilities hereunder and in and to any and all collateral shall inure to the benefit of Secured party and its successors and assigns, and shall be binding upon the Debtor and his, her, its or their heirs, legal representatives, successors and assigns. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of Montana. All terms used herein which are defined in the Uniform Commercial Code of Montana shall have the same meaning herein as in the Code.

Debtor acknowledges that this agreement is and shall be effective upon execution by the Debtor and delivery hereof to Secured party and it shall not be necessary for Secured party to execute any acceptance hereof or otherwise to signify or express its acceptance hereof.

Executed by the Debtor, this 9th day of November, 1983

Gerald N. Mathias Sr.
Debtor

Kathy Z. Mathias

(Corporate seal and attestation by secretary if agreement executed by corporation.)

Shirley G. Biehn

STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for record on the 29th day of November A.D., 1983 at 4:22 o'clock P.M., and duly recorded in Vol M83, of Misc. on page 20479.

EVELYN BIEHN, COUNTY CLERK

by Pm Smith deputy

Fee \$ 4.00

Cmt. ret. Glendive BN Federal Credit Union
Box 600
Glendive, Montana 59330