

THIS MORTGAGE, Made this 17th day of February, 1984, by Leonard Fore and Fairisine Fore, husband & wife as joint tenants hereinafter called Mortgagor, to South Valley State Bank hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of Forty-four Thousand, seven hundred thirty dollars and ninety-eight cents Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

SEE EXHIBIT "A"

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

To Have and to Hold the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a certain promissory note, described as follows:
A note dated February 17, 1984, in the amount of \$44,730.98 (a copy of which is hereby attached), and all future advances and/or renewals of subject note.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: February 28, 1987.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below).
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.
And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage,

in the sum of \$ in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges of any lien, encumbrances or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee.

In the event of any suit or action being instituted to foreclose this mortgage, the losing party in such suit or action agrees to pay all reasonable costs incurred by the prevailing party therein for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as the prevailing party's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal, all such sums to be included in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively. In case suit or action is commenced to foreclose this mortgage, the court may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, first deducting all proper charges and expenses attending the execution of said trust, as the court may direct in its judgment or decree.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

STATE OF OREGON, County of Klamath, ss:

Personally appeared the above named Leonard Fore and Fairisine Fore

and acknowledged the foregoing instrument to be their

February 17, 1984

voluntary act and deed.

Notary Public for Oregon

5-21-85

My commission expires:

(NOTARIAL SEAL)

MORTGAGE

TO

No.

AFTER RECORDING RETURN TO

South Valley State Bank
5215 S. 6th Street
Klamath Falls, OR 97603

STATE OF OREGON

County of

I certify that the within instrument was received for record on the day of 19

at o'clock M., and recorded in book on page

or as file number.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By

Title Deputy

Leonard Fore and Fairisine Fore

EXHIBIT "A"

The S½NW¼SW¼ and the SW¼SW¼ of Section 35, Township 39 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, SAVING AND EXCEPTING THEREFROM the following described parcels:

1. Beginning at the Southwest corner of Section 35; thence North 208.7 feet; thence East 208.7 feet; thence South 208.7 feet; thence West 208.7 feet to the place of beginning.
 2. That portion conveyed to Columbia Utilities Company by Deed recorded December 5, 1947 in Book 214 at page 351, Deed Records, described as follows: Beginning at a point in the South line of the SW¼SW¼ of said Section 35, which is 218.7 feet East of the Southwest corner of said Section 35; thence running East 25 feet; thence North 25 feet; thence West 25 feet; thence South 25 feet to the place of beginning.
 3. A strip of land 30 feet wide along the West side of Section 35, Township 39 South, Range 12 East of the Willamette Meridian, to be used for County Road purposes conveyed to Klamath County by Deed recorded September 14, 1956 in Book 286 at page 514.
 4. That portion conveyed to United States of America for Lorella Lateral by Deed recorded February 8, 1926 in Book 69 at page 265.
- ALSO SAVING AND EXCEPTING THEREFROM any portion lying within the right of way of the County Road along the Southerly boundary of said W¼W¼ of Section 35.

FORE, LEONARD & FAIRISINE

NOTE

\$44,730.98

Klamath Falls, Oregon, February 17, 1984

I promise to pay to the order of SOUTH VALLEY STATE BANK, Klamath Falls, Oregon
Klamath Falls branch the principal sum of:
Forty-four Thousand, seven hundred thirty and ninety-eight cents * * DOLLARS
(\$44,730.98) plus interest at the rate of Interest Rate Agreement PERCENT
(11.0 PR %) per annum from Date of Disbursement until paid. PRIME + 5.5
Said principal sum and interest are payable at maturity on 2-28-87

Protest is waived. VARIABLE RATE. WALL STREET JOURNAL PRIME RATE AT DATE OF NOTE IS 11.0%
I also agree to pay attorneys' fees and costs of collection on default.
The holder of this note may accelerate the time of payment of all amounts due hereunder if (a) default is made in the payment of any sum due hereunder or (b) if the holder deems himself insecure.
Upon default of any payment, this note shall bear interest at the rate of 16.5 per annum.
This Note is secured by Mortgage

Route 1, Box 51

B Lorella, OR 97623

Leonard Fore
Fairisine L. Fore

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 21st day of February A.D., 1984 at 10:20'clock AM, and duly recorded in Vol M84, of Mortgages on page 2673.

EVELYN BIEHN, COUNTY CLERK

Fee \$ 8.00

by [Signature] Deputy