

THIS MORTGAGE, Made this 13th day of January by Joyce K. Ward to South Valley State Bank 5215 South 6th Street, Klamath Falls, OR 97603 hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of One Hundred Seven Thousand Five Hundred 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" attached hereto and made a part hereof

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, 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:

Noted dated January 13, 1984 in the amount of \$107,500.00

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: January 13, 1989

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, for 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 \$107,500.00

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, encumbrance 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 No. 1306, or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

Joyce K. Ward

STATE OF OREGON, County of Klamath, ss: Personally appeared the above named Joyce K. Ward

and acknowledged the foregoing instrument to be her voluntary act and deed. Before me: Julie Cludette Notary Public for Oregon My commission expires: 10-17-87

MORTGAGE

TO
AFTER RECORDING RETURN TO
South Valley State Bank
5215 South 6th Street
Klamath Falls, OR 97603

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON
County of ss.
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

Mortgage to: Joyce K. Ward

5742

782

January 13, 1984

\$107,500.00

Page 1

EXHIBIT "A"

DESCRIPTION

Parcel 1:

Beginning at a point on the Northerly line of Main Street, which is South 89° 18' East a distance of 862.2 feet along the Northerly line of Main Street from the Southeast corner of Block 57, SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0° 42' East a distance of 254.5 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S.R.S. Canal right of way; thence South 68° 52' East and parallel with the Southwesterly line of said canal right of way and 20 feet distant Southwesterly at right angles therefrom a distance of 52.6 feet, more or less, to a point; thence South 0° 42' West a distance of 234.5 feet, more or less to the Northerly line of Main Street; thence North 89° 18' West along the Northerly line of Main Street a distance of 50 feet to the place of beginning, all in WILLIAMS ADDITION to the City of Klamath Falls, Oregon; and beginning at a point on the Northerly line of Main Street, which is 89° 18' East a distance of 912.2 feet along the Northerly line of Main Street from the Southeast corner of Block 57, SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0° 42' East a distance of 234.5 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S.R.S. Canal right of way; thence South 75° 22½' East parallel with the Southwest line of said canal right of way and 20 feet distant Southwesterly at right angles therefrom a distance of 55 feet, more or less to the Northwest corner of that parcel of land deeded to Dr. A. A. Soule, April 24, 1923; thence in a Southerly direction and parallel to Mortimer Avenue, a distance of 214.8 feet, more or less, to the Northerly line of Main Street; thence Westerly along the Northerly line of Main Street a distance of 50 feet to the place of beginning, all in Williams Addition.

Parcel 2:

Beginning at a point which is South 89° 19' East a distance of 1062.2 feet, East along the Northerly line of Main Street from the Southeasterly corner of Block 57 of SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0° 42' East a distance of 191.25 feet to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U. S. Reclamation Service Main Canal Right of Way; thence in a Northwesterly direction and parallel with the Southwesterly line of said canal right of way and 20 feet distant at right angles therefrom a distance of 101.25 feet, more or less, to a point; thence South 0° 42' West a distance of 214 feet, more or less to the Northerly line of Main Street; thence South 89° 18' East a distance of 100 feet to the place of beginning lying and being in the unplatted portion of Williams Addition to the City of Klamath Falls, Oregon, and in the South half of the Southeast quarter of the Southwest quarter of Section 28, Township 38 South, Range 9 East of the Willamette Meridian.

J H H

Mortgage to: Joyce K. Ward
January 13, 1984
\$107,500.00
Page 2

EXHIBIT "A"

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783

Parcel 3:

Beginning at a point which is South 89° 18' East a distance of 1067.2 feet along the Northerly line of Main Street from the Southeasterly corner of Block 57 of SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon; thence North 0° 42' East a distance of 185.75 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S. Reclamation Service Main Canal right of way; thence in a Northwesterly direction and parallel with the Southwesterly line of the said canal right of way and 20 feet distant at right angles therefrom a distance of 5.18 feet to the Northeast corner of that piece of land deeded to Eve Soule by Herbert Lang and Jennie Lang, as recorded in Volume 105 at page 47 of Klamath County Deed Records; thence South 0° 42' West a distance of 187.15 feet, more or less, to a point on the Northerly line of Main Street; thence South 89° 18' East along the Northerly line of Main Street a distance of 5.0 feet to the point of beginning, lying and being in the unplatted portion of Williams Addition to the City of Klamath Falls, Oregon, and in the S¹/₄ S¹/₄ S¹/₄ of Section 28, Township 38 South, Range 9 East of the Willamette Meridian.

J K 34

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 16th day of Jan A.D. 19 84
at 11:19 o'clock A M, and duly
recorded in Vol. 1081 of Mortgages
Page 784
By EVELYN BIEHN, County Clerk
By Pamela Smith, Deputy
Fee 12.00

INDEXED
OK

WARD: Joyce K. & Eileen A. & James K. & Ward's Klamath Funeral Home, Inc.

5744

\$ 107,500.00

Klamath Falls

Oregon, January 13

200619

19 84

I promise to pay to the order of **SOUTH VALLEY STATE BANK, Klamath Falls, Oregon**
Klamath Falls branch the principal sum of:
One Hundred Seven Thousand Five Hundred and No/100-----DOLLARS
(\$107,500.00) plus interest at the rate of INTEREST RATE AGREEMENT PERCENT
(11.0 PR %) per annum from Date of Disbursement until paid. PRIME +2.5
Said principal sum and interest are payable in 59 monthly payments of \$1,500.00 to principal
and interest beginning February 13, 1984 and each month thereafter until January 13, 1989
when the then unpaid balance plus interest will be due and payable.

Protest is waived.

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 13.5 per annum.

This Note is secured by Security Agreements dated January 13, 1984 covering Accounts Receivable and three vehicles; also, 2nd Mortgage on Ward's Funeral Home property.

1945 Main Street

Klamath Falls, OR 97601

Joyce K. Ward

James K. Ward

Eileen A. Ward

Ward's Klamath Funeral Home,
By: Joyce K. Ward
President

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for
record on the 9th day of April A.D., 1984 at 8:47 o'clock AM.
and duly recorded in Vol M84, of Mortgages on page 5741.

Fee: \$ 16.00

EVELYN BIEHN, COUNTY CLERK

by: Ann Smith, Deputy