

THIS MORTGAGE, Made this 17th day of September, 19 84  
by Marian Jeanes aka Marian Jackson

to South valley State Bank hereinafter called Mortgagor,

hereinafter called Mortgagee,  
52/100- 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 prop-  
erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

Lot 9 in Block 5, Tract No. 1007, WINCHESTER, according to the official plat  
thereof on file in the office of the County Clerk of Klamath County, Oregon.

MOUNTAIN TITLE COMPANY, INC. has recorded this  
instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

(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:

Note dated September 17, 1984, in the amount of \$5,612.52. (See Note on reverse)

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:  
September 15, 19 88.

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 \$ 5,612.52

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, if 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; if 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 prem-  
ises 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 insur-  
ance 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 the  
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, adminis-  
trators 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 re-  
quired 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, as equivalent.

STATE OF OREGON County of Klamath ss: September 17, 19 84  
Marian Jeanes aka Marian Jackson  
and acknowledged the foregoing instrument to be her voluntary act and deed.  
Before me: Julie Christensen Notary Public for Oregon  
My commission expires: 10-17-87

## MORTGAGE

TO

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

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 instru-  
ment 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

<b>JACKSON: William F</b> <b>JACKSON: Marian</b> <b>4211 Myrtlewood</b> <b>Klamath Falls, OR 97603</b> <b>BORROWER'S NAME AND ADDRESS</b> "I" includes each borrower above, jointly and severally.	<b>SOUTH VALLEY STATE BANK</b> <b>KLAMATH FALLS, OREGON 97601</b> <b>LENDER'S NAME AND ADDRESS</b> "You" means the lender, its successors and assigns.	<b>Loan Number 201171-1</b> <b>Date 9-17, 1984</b> <b>Maturity Date 9-15, 1988</b> <b>Loan Amount \$ 5,612.52</b> <b>Renewal Of</b>
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Note: I promise to pay to you, or your order, at your address above, the principal sum of: Five Thousand Six Hundred Twelve and 52/100 Dollars \$ 5,612.52

plus interest from 9-17-84 at the rate of 18.0 % per year until 9-15-88. I will pay this amount as follows:

(a) ☐ on demand. (b) ☐ on demand, but if none is made, on \_\_\_\_\_, 19\_\_\_\_. (c) ☐ on \_\_\_\_\_ and on the maturity date

If (a), (b) or (c) is marked, I will pay accrued interest

(d) ☒ in 48 installments of \$ 163.43 each, beginning 10-15, 1984, and continuing on the same day of each ☒ month thereafter until paid in full.

(e) ☐ (other) \_\_\_\_\_

PAYMENTS: Each payment when made shall be applied first toward accrued finance charges with the remainder of each payment being applied to reduce the principal balance. The final payment may be more or less than the amount scheduled depending upon my payment record.

LATE CHARGE: ☒ If checked, I will pay a late charge on any payment made after it is due equal to 5% of the amount of the payment, or \$5.00, whichever is less.

ATTORNEYS' FEES AND COSTS OF COLLECTION: I agree to pay your reasonable attorneys' fees and costs of collection.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any partial prepayment will not reduce or excuse any subsequently scheduled payments until this note

is paid in full.

☐ If checked, I agree to pay a minimum finance charge of \$ \_\_\_\_\_ if I pay this loan off before you have earned that much in finance charges

☒ If checked, interest will accrue at the rate of 18.0 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

THE PURPOSE OF THIS LOAN IS: purchase hot tub and equipment

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate <u>18.18</u> %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me. \$ <u>2,331.96</u>	<b>AMOUNT FINANCED</b> The amount of credit provided to me or on my behalf. \$ <u>5,512.52</u>	<b>TOTAL OF PAYMENTS</b> The amount I will have paid when I have made all scheduled payments. \$ <u>7,844.48</u>	I have the right to receive at this time an itemization of the Amount Financed <input checked="" type="checkbox"/> YES - I want an itemization <input type="checkbox"/> NO - I do not want an itemization
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My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
47	\$ <u>163.43</u>	due on the 15th day of each month beginning 10-15-84
1	\$ <u>163.27</u>	due at maturity on 9-15-88
	\$	
	\$	

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in:

☒ the goods or property being purchased.

☐ collateral securing other loans with you may also secure this loan.

☐ my deposit accounts and other rights to the payment of money from you.

hot tub equipment

Late Charge: ☒ If a payment is late (paid after it is due) I will be charged 5% of the amount of the payment, or \$5.00 whichever is less.

Prepayment: If I pay off this loan early, I ☐ may ☒ will not have to pay a penalty.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.			Signatures (or initials)	
Type	Premium	Term	I want credit life insurance	Name of Insured
Credit Life	174.78	48	<input checked="" type="checkbox"/>	<u>William F Jackson</u>
Credit Disability	437.74	48	<input checked="" type="checkbox"/>	<u>Marian Jackson</u>
Joint Credit Life			<input type="checkbox"/>	Name of Insured

I do not want: ☐ Credit Life Ins. ☐ Credit Disability Ins. ☒ Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

Itemization of Amount Financed	
Amount given to me directly	\$ <u>5,000.00</u> (a)
Amount paid on my account	\$ <u>0-</u> (b)
Amounts paid to others on my behalf:	<u>0-</u>
To Property Insurance Company	\$ <u>174.78</u> (c)
To Credit Life Insurance Company	\$ <u>437.74</u> (d)
To Disability Insurance Company	\$ <u>0-</u> (e)
To Public Officials	\$ <u>0-</u> (f)
	\$ <u>0-</u> (g)
	\$ <u>0-</u> (h)
Prepaid Finance Charge	\$ <u>100.00</u> (i)
AMOUNT FINANCED (a through h - i)	\$ <u>5,512.52</u> (j)
Finance Charge (include prepaid)	\$ <u>2,331.96</u> (k)
Total of Payments (j + k)	\$ <u>7,844.48</u> (l)

Security - To secure the payment of the note total (defined on the reverse side):

(1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.

(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3) ☐ If checked, this note is not further secured.

(4) ☐ If checked, this note is secured by a separate \_\_\_\_\_ dated \_\_\_\_\_ (This property should be described in the Truth-in-Lending disclosure above)

(5) ☒ Security Agreement - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

1 Olympus spa, Serial No. 5907 with 1½ hp, 2-speed pump, 50 sq. ft. filter, 1½ hp blower, 11 kw electric heater, Len Gordon air switch controls with time clock, together with parts, accessories, attachments or replacements thereto.

☐ If checked, this security agreement (if filed) should be filed in the real estate records.

Legal Description

Record Owner (if not me)

Signatures

Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Name

X William F Jackson

Date

Signature for Lender - where necessary for filing this security agreement.

X

**SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT.**  
 © 1981 BANKERS SYSTEMS, INC. ST. CLOUD, MN 56301 FORM NDS-SI-OR 1/82

This property will be used for ☒ Personal ☒ Business ☐ Agricultural purposes

☐ (other) \_\_\_\_\_

☐ If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.

Signature William F Jackson

☐ If checked, the signature below was required as a condition of credit

Signature Marian Jackson

☐ If checked, the signature below was required as a condition of credit.

Signature \_\_\_\_\_

# ADDITIONAL TERMS OF THE NOTE

The following terms apply to this note whether or not it is secured by the security agreement which begins on the other side of this form (paragraph 5 in the Security section).

**Definitions** - "I" means each borrower who signs this note. "It" also means each other person and legal entity who by this or separate agreement promises to pay it. This includes guarantors, endorser and sureties.

The term "note total" means the total sum agreed to be paid on this note. It includes the amount financed and the finance charge. It also includes all additional sums payable including any late payment charges, post-maturity interest, required insurance premiums, costs of collection, attorneys' fees, and costs of repossession, preservation, repairs, taxes, and sale of any property securing this note.

**Applicable Law** - I agree this note will be governed by the law of the state where you are located, especially the Uniform Commercial Code. The terms of any agreement securing the payment of this note may also be governed by the law of the state where the property is located.

Any term of this note (and security agreement) which does not comply with applicable law will not be effective if that law does not expressly or impliedly permit variations by agreement. If any part of this note or security agreement cannot be enforced according to its terms, this fact will not affect the balance of this note and security agreement.

**Set-Off** - I acknowledge and agree that you may set-off all or any part of the note total against any obligation you may have, now or hereafter to pay money to me. This includes:

- (a) any deposit account balance I have with you whether time, savings, checking or NOW account; and
- (b) any money owing to me on an item presented to you or in your possession for collection or exchange; and
- (c) a repurchase agreement or any other non-deposit obligation.

If my right to receive money from you is also owned by any other person who has not agreed to pay this note (such as another depositor on a joint account) your right of set-off will extend to the amount of money which could be withdrawn or paid directly to me on my request or endorsement alone. In addition, (where I may obtain payment from you only with the endorsement or consent of someone who has not agreed to pay this note) your right of set-off will extend to my interest in the obligation.

Your right of set-off will not apply to an account or other obligation if it clearly appears that my rights in the obligation are solely as a fiduciary for another, or to an account which, by its nature and applicable law (for example an IRA or other tax deferred retirement account), must be exempt from the claims of creditors.

Your right of set-off may be exercised upon my default (except when prohibited by law):

- (a) without prior demand or notice; and
- (b) without regard to the existence or value of any property securing this note; and
- (c) without regard to the number or credit-worthiness of any other persons who have agreed to pay this note.

You will not be liable for wrongful dishonor of a check or other request for payment where there is insufficient funds in the account (or other obligation) to pay such request arising as a result of your exercise of this right of set-off. I agree to hold you harmless from the claims of any person arising as the result of your exercise of this right.

**Default** - I will be in default on this note if any one or more of the following occurs:

- (a) I fail to make a payment on this note in full when due;
- (b) I fail to make a payment in full when due on any other debt I owe you;
- (c) I die or am declared incompetent;
- (d) I fail generally to pay my debts as they become due;
- (e) I fail to keep any other promise contained in this note, any other note, any other written agreement with you, including any security agreement;
- (f) any statement of fact made on an application for credit or any other written agreement with you appears to be untrue at the time it was made;
- (g) any other creditor attempts, with or without legal process, to gain possession or control of any money or property of mine;
- (h) I transfer a significant part of my money or property;
- (i) I file for relief from my debts (or an application is filed against me for involuntary relief) under the United States Bankruptcy Code;
- (j) in addition to the above, if a legal entity such as a partnership or corporation agrees to pay this note, if that entity merges, dissolves, reorganizes, terminates its business or existence, or if a partner or majority stockholder dies or is declared incompetent;
- (k) if a fact appears or any event occurs which causes you to consider yourself insecure. If an event of default occurs as to any one of us, you may exercise your remedies against any or all of us.

**Remedies** - If I am in default on this note, you may:

- (a) accelerate the due date of the note total, making all sums immediately due;
- (b) exercise your right of set-off;
- (c) demand additional security or parties obligated to pay this note (or both) as a condition of waiving, for any period of time, any other remedy you may have under the law and this agreement;
- (d) exercise any remedy you may have under state or federal law for collection of this note;
- (e) exercise any additional right given to you under any agreement securing the payment of this note.

By electing any one of the remedies above, you do not waive your right to later elect any other remedy until this note is paid in full. If you do not elect any remedy upon an event of default, you do not thereby waive your right to later consider the event as a default if it continues or recurs.

**Other Security** - I agree that any present or future agreement securing any other debt I owe you will also secure the payment of this note.

However, an agreement securing any other debt will not secure this note if either of the following applies:

- (a) you fail to make a disclosure required by law of the existence of such other security agreement; or
- (b) you fail to provide (to any person entitled) any notice of right of rescission required by law for this transaction.

**Obligations Independent** - I understand that my obligation to pay this note is independent of the obligation of any other person who has also agreed to pay it. You may release any of us, release any security, waive any right you might have against any of us, extend new credit to any of us, renew this note, or all of the above, without affecting my obligation to pay the loan amount.

**Waiver** - I waive (to the extent permitted by law) certain rights I might otherwise have. These include demand, presentment, protest, notice of dishonor, and notice of protest.

# ADDITIONAL TERMS OF SECURITY AGREEMENT

The following terms will apply to the security agreement which begins on the front side of this form (paragraph 5 of the Security section).

**Property** - When used in this agreement, the term property means and includes:

- (a) all of my property specifically listed and, if a general description is used (whether or not any specific property is listed), in all of my property fitting the general description; and
- (b) all benefits which arise from the described property, including cash or non-cash proceeds, insurance benefits, interest, dividends, stock splits, and voting rights; and
- (c) any property which is now or hereafter becomes attached to, a part of, or results from the described property.

**Ownership and Duties Toward Property** - By giving you this security interest, I represent and agree:

- (a) I own all of the property, free of any claim by any other person, and I will defend it against any other claim;
- (b) The security interest I am giving you in this property has first priority over the claim of any other of my general or secured creditors. I have signed or immediately will sign any additional documents or provide you with any additional information you may require to perfect and preserve your first priority in this property. I will not hereafter do anything to defeat your position;
- (c) I will keep the property in my possession (except for pledged property delivered to you), in good condition and repair, and use it only for the lawful purposes for which it was intended. Unless otherwise agreed in writing, the property will be located at my address listed on the front side of this form;
- (d) I will not attempt to sell the property (unless it is inventory and identified as such) or otherwise transfer any rights in this property to anyone else. I will not permit the property to become attached to any real estate without first providing you an opportunity to preserve your first priority status;
- (e) I will pay all taxes and assessments on the property as they become due;
- (f) I will provide you reasonable access to the property for the purpose of inspection, and notify you of any loss or damage.

**Insurance** - I agree to purchase insurance on the property against such risks and in such amounts as you may reasonably require. In addition, I agree as follows:

- (a) I will arrange for you to be named as loss payee on any such policy so that any benefits arising from the insured risks will first be paid to you for application toward the secured obligations;
- (b) I agree that you may, in the event of a loss, require additional security or assurances of payment of the secured obligations as a condition of permitting any insurance benefits to be used for repair or replacement of the property;
- (c) I agree to purchase insurance from a company which is authorized to do business in this state and which is reasonably acceptable to you;
- (d) I will maintain this insurance until all the secured obligations are paid in full;
- (e) If I fail to obtain or maintain this insurance, or fail to arrange for you to be named as loss payee, you may (but in no event are you required to) purchase such insurance which will secure only your interest in the property. I agree to pay the cost of such insurance upon demand, plus interest from the date purchased, at a rate equal to the rate this note would produce over its full term if each scheduled payment were paid on the due date, until paid in full.

**Secured Obligations** - This security interest will secure the payment of the note total (as defined in the note). It will also secure (except as provided in the next paragraph) any other debt I owe you hereafter. This security interest will survive even if there are no debts owed to you until this security interest is formally discharged in writing.

However, this security interest will not secure some other debt if a disclosure must be made with respect to such debt of the existence of this security interest and such disclosure is not given as required by law. This security interest also will not secure any other debt, if any person is entitled to a notice of the right to rescind such debt unless the notice is given as provided by law.

The previous two paragraphs define what is meant by the term "secured obligations" in this agreement.

**Remedies** - If I am in default on any of the secured obligations you have all the remedies provided under this security agreement and by law. These remedies are in addition to any provided in the note or other obligation, and include (among others):

- (a) If my default consists of failure to pay taxes, assessments or other liens, you may pay these yourself. You are not required to, however. If you do, the amount you pay will be added to the secured obligations, will be immediately due, and will accrue interest at a rate equal to the rate this note would produce over its full term if each scheduled payment were paid on the due date, until paid in full. (This is in addition to any other remedy you may elect.)
- (b) You may require me to assemble the property and make it available to you at a place you designate which is reasonably convenient to both you and me.
- (c) You may take immediate possession of the property, with or without legal process, sell it, and apply the proceeds as provided by law to your expenses and then toward the secured obligations. Expenses include your costs of repossession, attorneys' fees (where permitted), repairs (if necessary) and costs of sale.
- (d) You will be entitled to a deficiency judgment if the proceeds of sale do not pay all the secured obligations (except where prohibited by law).
- (e) You may also be entitled to keep the property in satisfaction of the secured obligations in certain circumstances.

I also agree that if any notice is required to be given to me of your intended sale or disposition of the property, notice will be considered commercially reasonable if provided by first class mail addressed to me at the address listed on the front side of this form mailed 10 days before the date of intended disposition.

**Pledges** - Property which is described on the other side of this form as "pledged" is property which I am delivering to your possession to secure the payment of the secured obligations. You have the right to retain possession of this property until the secured obligations are paid in full. All other terms of this note and security agreement also apply to this property.

In particular (without intending to limit these provisions only to pledged property):

- (a) You must use reasonable care in the custody and preservation of this property. However, you are not required to preserve any rights I may have against any prior parties to this property;
- (b) I agree to pay any additional costs you incur for the custody, preservation and enforcement of any rights in this property;
- (c) You may hold any increase or profits from this property as additional security, though money must be applied toward payment of the secured obligations;
- (d) You may arrange for yourself or your nominee to be shown as owner of the property, inform any prior party to make any payments on the property directly to you, and repledge the property upon terms which do not affect my right to redeem it;
- (e) The risk of accidental loss or damage is on me to the extent of any deficiency in effective insurance coverage;
- (f) You are not responsible for any decline in value of the property while it remains in your possession.

**Filing** - A carbon, photographic or other reproduction of this security agreement may be used as a financing statement where permitted by law.

**Guarantee** - By signing below I unconditionally guarantee the payment of the note total (as defined in the note). I also agree that all the other terms of the note will apply to me.

NAME \_\_\_\_\_

X \_\_\_\_\_

NAME \_\_\_\_\_

X \_\_\_\_\_

\_\_\_\_\_  
(initial) I do not claim any interest in the property listed in the security agreement. However, my guarantee of payment of the note total includes any amounts agreed to be paid under the terms of the security agreement.

\_\_\_\_\_  
(initial) I do claim an interest in the property listed in the security agreement. The terms of the security agreement will also apply to me.

Insert FTC Notice if Applicable

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for  
record on the 18th day of September A.D., 19 84 at 4:49 o'clock P M,  
and duly recorded in Vol M84, of Mortgages on page 16160.

EVELYN BIEHN, COUNTY CLERK

by: Ann Smith, Deputy

Fee: \$ 12.00