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includity but not limited to rouds and emerged used in connection with the premises; also, all fixtures, buildings and parts of buildings is tunned upon said property, including but not timited to electric writing and fixtures; furnace and heating system, water besters, fuell attorage receptacles, plumbing, veril lating, water and irrigating systems; screens, doors; window shades and blinds, shutters; cablacts, brall-ins, bindeums and floor coverings, build-in sloves, ovens, garbage disposals, air conditions, refrigerators, freely admirablers, and all other fixtures now or hereafter installed in or on the premises; and any shrubbery, flora or timber now proving or betweeter flanted or growing themson, and any and all replacements of any one or more of the foregoing items, in whole is in jett, all of which are berely declared to be appurtenant to the land; and all the rents, issues and profits arising from the smitting and profits arising from the

TO HAVE AND TO HOLD the same un'to the Mortgagee, its successors and assigns forever.

The Mortgager does hereby covenant to and with the Mortgager that the Mortgagor is lawfully seized in fee simple of the said real property, that it is the absolute oather of all items of property described hereinabove, that the said property is free from all persons as whomsoered.

I has convergence is intended as a mortgue to secure performance of the covenants and agreements herein contained, to be by the blortgagor kept and performed and to secure the payment of the sum of \$ 424,934.20 and interest thereon in
The state of the serior of a certain promision note executed by Robert A. Stewart and Marillan T. Change
AMORAL MALABIALL and betty I., horrabili
dated Harch 20 .19 86 .287able to the order of the Mortgagee in installments of not less than \$6,300.00 much including interest, on the 11ch day of each month commencing April 9.
19 16 until July 9 , 19 89 when the bulance then remaining unpaid shall be paid.
Mile and

This Mortgage is also given as security for the payment of any and all other indebtednesses, obligations or liabilities of the Mortgages now existing or here: her arising, matured or to mature, absolute or contingent and wherever payable, including but not limited to such as may arise from endorsements, guarantees, acceptances, bills of exchange, promissory notes, or other paper discounted by the Mortgages or hald by the Mortgages, or taken as security for any loans or advances of any kind; sort or description whatsoever.

street of art the part of the Bereity a divided when the rest of head by sade in the fair will indian in section, and insections in last current to heart in the second form and mellin) and and the said hissist to the service formation of the service of fermiahed thereon. In addition therein, he will by, at the time of payment in accurate the process of participal and interest, such insount as a least one Assumit prier on the time when pulliant it transferbill big ome due, tyse withoutsti est, (w) pariser weakers 5 taqs grad, onthe Cold immensers, where he was maken bend 1 today in the second in the cold in t La lea une dantina winer in versit bene (perein unem novem une entre en and (b) printing upon descript members to said our terms or course of said pression (said amount) being referred to breingter in "loan passe (made a). If the same so baid shall be less than sufficient for some countries on some forms. ment mentant l' mi ent auten an boure a une i a sami reme uner une entre ent said her hand in great place spril that becausely there or and Monthbases, quessan a monthbase court then recommend recognitions and an amounthbase court then the commendations and the control of the cont describing is eddition to that required under this meritage, bear of the under this meritage, ingrachtischen und b. sur ist odigione sarep fieb tang ungunturisten in Lobertol the that pushous if the buckage by to that the in not sufficent to ten street hearthcart to reach because her to care the more amount of their ingentification tated, one ancid samesas to last, I testilistize our a looich, series to be accompanie cost in haceratic frame because, series dissentiable triple tradingted to be justing afternet much a type and afternet with transfer on a factor and the contract of the property of t Eposticiste and allow the batifieds bles taget a absume and a serie a page the stadion was rue business been faure) on wheel we will past a page to the stadion of t to the street which will beid by best febor, and he't ph. If set pages to the purposes a foresaid, built the receipt of such sums when much in the specimen of such directly by its bose up. on a men a men a season of such directly by its bose up. By talkington to staymine the prime on talk the lightly aloc twints and a second material in the control of the can exercise to beilt series oppidations on to justice in a business justice of the transfers and them from the time, escripting testionapie sentice tigg their was the targeton and quipoustient; of beamings on the commence of the target of target of the target of tar has take the partitions begins me commissions of heartstee on the and surpless eating me are imposed, be subject to any liability for the state and the state of the with rose transmit out of any defect in any man to an any amount of Mist inforce options, Mortgages may apply all loan trust funds efficiently for the politicist of the principal telaps, their unbaid on the is respectively in called passible it work (abra ejecta so to que an anti-What I same in any put, and to han grant mentally as more same mean or on the inscring their biological structures of both courses saider sould otherwise search in any other seasons are both persons and present their seasons are seasons and seasons are seasons as a season of the sea the pay balls dram the lean trust funds, when the is me become due and severally and like image may then add the imonett of any proposers to the principal balance then input on the medit i parment to its principal measure are dispute or test include themses secured bereby, each nucli payment to bear in lengt as provided in the prontingery note met tioned herein.

That Moragagor will not commit or primit strip or waste of the said premises, or any part thereof; that Mortgagor seel test the real and personal property bereinstrate described is total eather and tebats and is tenantable condition; that postiblists, as ill becombiff, comby, as the substitute out or interest, error as known career and tabett and all satisfactors or interest, error as known career and tabett and (stands the teles and telestations with telestate persion that possignition sails most carrier the beautring the critistic interior, remerentered and the continue to the con timber without the written consent of Mortgater, that it any of the rest landsorth ps (puresed of, destroyed ph sub came-Hostingles will immediately reconstruct or relative the same so that, when completed, it shall be worth not less than the value thereof it the first of such loss or damage; provided, that if such ides on quastic shall be dained by a parand coxet (i p) institute record to the research of the property of th paymide to identifiate, the obligation of the Mottiago: to repair de decessure it shall not arme unless the Mortestant shall consent to the ambigation of the instructes bioceeds to the ticheties of

3. That he will, at his own cost and expense, men the parities (in parities non on persation about mind Lieunines indication might will tensously intobeath cotated ph the first persons' accounted to the farmers.

intered against loss by fire and against loss by such other hazards as the storages may from time to time require, in one or more instruction companies to affectory to or designated by the Mortages in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor shall insure to the amount of the full imprable value); that all policies of insurance upon said fremises, including policies in excess of the amount hereinabove Rentioned and policios against other hazards than those required, shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the expiration of any policy or policies he will deliver to the Mortgagee satisfactory any poncy or ponces no win denter to the and spages community receipts in full; that if any policy or policies shall impose any condition upon the any poncy of poncies suan impose any common upon the liability of the insurer or shall contain any "average clause" or other provision by which the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the performance of such condition of the existence of any facts or the value of the property insured and, if it shall appear to the Mortgagee that the property mentre and, it is such appear to the mortgagor matter insurance is prejudiced by the acts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagor will do such acts and things and obtain such further insurance as the Mortgagee may require; that the Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness premises to be applied to the payment of the indeptedness hereby recurred or to be used for the repair or reconstruction of

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the

- 5. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagee may, at its option, but without any obligation on its part so to do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repair, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 6% per annum, or at the rate of interest set forth in the note mentioned above, whichever is greater, and shall be secured hereby.
- 6. That he will not, without the prior written consent of Mortgagee, transfer his interest in said premises or any part hereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for blortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be rquired if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may, in its discretion, impose a service charge not exceeding one percent of the original amount of the indebtedness bereby secured and may increase the interest rate on the indebtedness hereby secured by not more than one pencent per annum.
- 7. That, if any default be made in the payment of the principal or interest of the indebtednesses hereby secured or in the performance of any of the covenants or agreements of this most sage, the Mortgagne may, at its option, without notice, declare the entire nim secured by this mortgage due and payable and breclose this mortgage.

ut, in the event of the institution cities; suit or action tor formed too their mourigage, thus Mintgagere will put aniets succe as the dried seems and any appellant court may at | said | resucciable as stiers my to finne an countection there with and mith forther sums as the Mort sages thalf have paid or incurred for trutt and disbursemeets it such must be action, extensions of abstracts or title councilies to entimitated four in connection therewith, whether or use fittal tadgramat or thereis thereis be entered and all such sums two sections is become and shall bear interest from this date paid or incurred by Merigapus to from the date of judgment, whichever current (fine, it the rate set forth in the profilmory note trentiement shore, that is any such suit, the tour many, upon applications of the plaintiff and without regard to the condition of the property or the adequacy of the recently for this underly tinde see herraby secraped and without notion to the Moragagor if say ores else, appoint a measure in take posessics; and care of at mid transpayed property and collect and resourcency or all of tive reside, senses and profits article had theretofice arisen or scattered in which may take on scatter during the pendency of teach said, that may amounte an received shall be applied toward the payment of the debt secured hereby, after first paying thereform the thurges and expenses of such trees erabip; but thinks in here are not default by the blice time

ment shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the errent of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payment or grant renewals of indebtedness hereby secured for any term, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary lability of the Mortgagor for the payment of the indebtedness tereby secured. No condition of this mortgage shall be deemed vaived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally surred on one or more of the persons who

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COMPETE CONST	
My Commission Expires: 8/27/87	

EXHIBIT "A"

the fellowing described real property situate in Elsmath County, Oregon: MARCHT. 11

A truct of land situated in Lit 1, Block 2, Tract 1080, Washburn Park, a duly Recorded subdivision, more parcicularly described as follows: Seginning at a print on the East line of mild Lot 1, said point being North 00 04 50" East 17'3-00 feet from the Southeint conner of said Lot 1; thence North 00°04'50" Hear Minne said East line, 175,00 feet; thence North 89°55'10" West parallel to the south line of said lot 1, 230.00 feet; thence South 00°04'50" West 175.00 that thence South Agessin's First 250.00 feet to the point of beginning, mentalming 1,00 acre, more on less. PARCES, 2:

A Rimen of Twee mirested in Motil I and 2, Block 2 of Tract 1080, Washburn Park, shortfulling to the recorded plant thereof on file in the office of the County Mark of Tamenth County, Oregin, sore perticularly described as follows: Seginaing at A point on the deat line of Lot 1, said Block 2 which bears M. () The 150° H. a distance of 1750) fact from the Southwest corner thereof; thanke continuing W. O'n4'50" to flong the Bast line of said Lot 1 a distance of 201.57 feet to a 5/8 inch from pin on the Center Section Line; thence N. O'thliggs F. allong the last line of Lots 1 and 2 a distance of 401.08 feet to an from pin marking the beginning of a curve to the left; thence along the arc of suit turve to the left, having a contral angle of 24°40'11" and a radius of AND of feet, a distance of 189 by feet to a point on the East line of tract described in Volume H75 page 11816, Microfilm Records of Rismath County, Granish; thence H. Office N. along the East line of said tract a distance of Ash, R1 feet to the Mortheasterly corner thereof; thence N. 66*51'15" W., along the Mittherly line of last mentioney tract a distance of 150.43 feet to a point on the worthwesterly line of said let 2, Block 2; thence N. 27°14'33" E. along said line a distance of \$9.72 fent to the Northwest corner of said lot 2; thends H. R9*41'49 F. slong the North line of Lot 2 a distance of 403.23 feet to the Southerly line of the O.C. LE. Railroad right-of-way; thence along said ruthenot-way, So 56°51'15" E. a distance of 103.62 feet to a point on the Mircherly line of Lot J. Block 2, Manhburn Park; thence along the arc of a curve to the left, having a central angle of 08.32.26" and a radius of 356.28 fort, a distance of 53.11 feet to a point on the West line of said Lot 3; shemes S. 0'03'10" W. along said West: line a distance of 252.59 feet to the Southwest Corner thereof; thence II, \$00*55:30" B. along the South line thereof a distance of 161.96 feet to the Southeast corner thereof and the West line of Manhburn May; Chance S. 0°03'30" We along the West Line of Washburn Way a discance of 463. Al feet to the Northeast corner of parcel conveyed to Federal Land tank by Wolume HB3 page 10559, Mcharofilm Records of Klamath County, Gregory thence following the perfecter of said parcel, N. 89*56'30" U., 250.0 feet n S, (1°03)30 Whit 250.0 feet; Sh 80°56'30" Ent 249.99 feet to the West line of Weshburn Way; thence 5. (1904:50" W. slong said West line a distance of 20.44 theer to the Martheast corner of parcel jestinibed in Volume 880 base 18938, Microfilm tecords of Clamath County, Oregon; thence N. 89°55'10" W. along the Morth light of said parcel, 250.0 faut to the Northwest corner thereof; thence Si, party W. 175.0 feet to the South est corner thereof; thence N. 89*55*10* W. a distance of 210.0 feet to the Foint of Beginning.

Fige 2 of 2

EXHIBIT "(1"

SECTIONS AND INSERPRENCY A purchil of Land sinusted in Lots 2 and 3, Block 2, Tract Ithm, Washburn Park, a duly recorded subdivision in Klanath County, Oregon, sist percal being more partitionistly described as follows: Beginning at the Southwest commer of said Lot 3; thence N. 89°56'30" W. 100.00 feet; thence N. (03 "03 '30" E. 195.29 feet to m point on the Hortherly line of said Lot 2; thence im, an area and sortherly line, 57.69 feet to a point on the Brist Norly right of amy line of Meyerhacusar Timber Company Railroad (formerly multiple 1: thence elong said right of way line S. 66"51" 15" E. 103.62 feet; things Westerly, along the arc of a curve to the left (radius point bears S. (01"42'15" W. 356.28 Feet, control angle - (18"32'26") 53.11 feet to a point on the moint bedrigh line common to raid Lots 2 and 3; thence S. 00°03'30" W. 252.59 flest to the inime of beginning, containing 29,805 square feet, with bearings imper in saild Trace 1080, Weithburn Park.

PARCEL 3:

A thrack of last situated in the HIEE, Section 4, Township 39 S., R. 9 E.W.M., ments pairedealerly described at follow:

Bention ing at the southeenterly corner of that tract of land described in Dured Follarse M/5 page 11116, Illmenth County Deed Records, said point being S. 711*03'46" M. 562.46 feet from the East quarter corner of said Section 4; thence M. (0°06'43" W. along the East line of said tract, 708.91 feet to the imits reaction with the westerly boundary of Tract 1080, Washburn Park, a duly recorded subdivision; thence southerly along said westerly boundary on a curve to the right (radius point bears 3. 65°23'16' W. 440.00 feet and central angle equals 34*40"15") 139.46 feet, S. 00*03*30" 7. 401.08 feet, S. 00*04*50" V. 40%,57 feet to the Southwest correct of Lot 1., Block 2, said Tract 1080; thence along; the arc of a curve to the right (radius point bears N. 00°04'50" E. 27.14 faut and central angle equals [19*LB:27") 42.54 feet; thence N. 00*06*43" W. 230-107 feet; thence S. 89*53'10" F. 10.00 feet to the point of beginning, emutaining 32,925 squams feet, with bearings based on said Tract 1080.

PARKETT, 41

A pentel of land situated in Lots 2 and 3, Block 2, Tract 1080, Washburn Park, a duly recorded subdivision in Kirmath County, Oregon, said parcel being more partificularly described as follows: Beginning at the Southwest corner of said Let 3; thence M. 89°56'30" W. 100.00 feet; thence N. 00°03'30" E. 295.29 feet to is print on the Mortherly limit of said Lot 2; thence N. 89*41'49" E., along main Hartherly Line, 57,69 feet to a point on the Southerly right of way line of Mejerhaeuser Timber Company Railroad (formerly O.C. E.); thence along said gight of way like S. 66'51'15' H. 193.62 feet; thence Westerly, slong the arc of a curve to the left (redius point buars S. 01°42°25° W. 356.28 feet, central ample . () 1 32 24") 53.11 feet to a point on the North-South line common to said Lette 2 and 3; thence 5. 00°03°31° H. 252.59 fest to the point of beginning. contablished 10.805 square feet, with bearings hased on said Tract 1080, Washburn

STUTE OF UREGON, COUNTY OF KLAMATE	53 .
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20th 86 at __1 tell.___ o'clock ____M., and duly recorded in Vol. _M86 _____ Mo_resipei ____ --- on Page ._

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Brelyn Biehn, County Clerk Ву Am X