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Janes A. Kur	th end Sandra Jeen	Kurth	······		Mortgagor
1115 Mple 5	· ·	Address			
U.S. Nitiona	1 Bank of Orer on			· · · · · · · · · · · · · · · · · · ·	Mortgagee ("Lender")
PO Box 789	740 Miln St.	Klanath Falls	. OR 97601		Address
	oney or extended (gred t to				
mbion is repayable with it	nterest according to the terms of	the following described p	romissory note(s):		(bollowel)
Main Gulle	(Drig \$ and Princip) Solariy a	el .	Current Principal Balance		al Payment L'Due
03/27786	(37,200)	.00	\$7,200.00	03/	/20/89

The nerve indef.troness' as used in this Vicitial ge shall mean (a) the principal and interest payable under the note(s) and under any number of extensions and renewals of the note(s). (b) any houre unnounts, (except any sums owed on a Visa account incurred for a personal, family, or household purpose) together with interest, that the Lander may in its discret on boin to Borrower or Mortgagor and any number of extensions and renewals, whether or not the future advances are related to any indebtedness correctly secured by this Mortgage by class or kind, whether or not the future advances are currently contemplated by the parties, or whether or not any note or other evidence of debt states that it is secured hereby, and (c) any sums paid or advanced by the Lender to discharge obligations of Mortgagor as percrited under this Mortgage, with interest. The interest rate, payment terms and balance due under the note(s) may be indexed, adjusted, renewed or renegatiated is accordance with the terms of the note(s) and on account of any extensions and renewals of the note(s).

Lots 13A and 13B, Block 4, Railroad Addition to the City of Klamath Falls.

## netical has the address of 1.335. Oak . Storeet.

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Fogether with all apportenances, all existing or subsequently encoded or affined improvements or fotures, and, unkess this Mortgage is being given to sections an extension of consumer credit requiring disclosures under the Federal Truth-in-lending Act. Mortgagor it so hereby grants to bender a Uniform Commential Code security interest in all equipment, furnishings and other articles of personal property now or subsequently located on or used in tormection with the property, all of the foregoing is collectively referred to as the Property. Mortgagon herely assigns to Lendel as additional security for the Indeptedness all present and future mints, it ases, and profits from the Property.

### 1. Maintenance of the Property.

1.1 The Property shall be maintained in good condition at all times. Mortgager shall promptly make all necessary repairs, replacements and renevals so that the value of the Property shall be maintained, and Mortgager shall not commit or permit any waste on the Property. Nortgager shall comply with all laws, ordinances, regulations and private restrictions affecting the Property.

1.2 To the extent that the Property constitutes commercial property, Wortgager shall operate the Property in such manner as to prevent deterioration of the fand and improvements including fences, except for reasonable mean and tear from proper use.

 $1.3\,$  Mortgapor shall not demolish or remove any improvements from the  $\rm Property$  without the written consent of Lender.

#### Completion of Construction.

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If some or all of the proceeds of the logit creating the Indebtedness are to be used to construct or complete construction of any improvement on the Procenty, Mortgagor agrees:

2.1 To commence construction promptly and in any event within 30 tays from the date of this instrument, and complete the same in accordance with any agreements relating to construction and plans and specifications satisfactory to Lender within 8 months of the date of this instrument.

 $2.2\ \text{To}$  allow Lender to inspect said property at all times during construction.

2.3. To replace any work or materials unsatisfactory to Lender within 15 calendar days after written notice to the Mortgagor of such fact:

2.4 That work shall not cease on the condituction of such improveitents for any reason whatsoever for a period of 15 consecutive days.

#### **3** Taxes and Liens.

3.1 Mortgagor shall pay before they become delinquent all taxes and assessments levied against or on account of the Property, and shall pay as the all claims for work done onlor for service/used area for material furnished to the Property. Special assessments shall be paid currently, without ceferral, unless the liken for deferred assessments is subordinate to the interest of Lender under this Mortgage, or Lender gives its provintient consent to the deferral. Mortgagor shall maintain the Property free of any lens having priantly over or equal to the interest of the Lender under this Mortgage, except for "Permitted Encumbrances" as defined in 8.1, the lien of taxes and assessments not delinquent, and except as otherwise provided it a 2.2. 3.2 Mortgagor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as the Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Mortgagor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Mortgagor has notice of the filing, secure the discharge of the lien or deposit with the Lender cash or a sufficient corporate surety bond or other security satisfactory to the Lender in an amount sufficient to discharge the lien plus any costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien.

3.3 The assessor or tax collector of the county in which the Property is located is authorized to deliver to the Lender a written statement of the property taxes assessed or owing at any time.

#### 4. Insurance.

4.1 Mortgagor shall carry such insurance as the Lender may reasonably require. This shall include insurance on the Property against fire, additional risks covered by a standard endorsement for extended coverage, and such other risks as may be specified by the Lender, including without limitation flood and war risks. Insurance on the Property shall be carried in companies and under policies approved by the Lender and shall be for an amount equal to the remaining unpaid portion of the Indebtedness or the full insurable value of the Property, whichever is less, and an amount sufficient to comply with any co-insurance provision in any policy.

4.2 All policies of insurance on the Property shall bear an endorsement in a form satisfactory to the Lender making loss payable to the Lender and shall be deposited with the Lender. In the event of loss, Mortgagor shall immediately notify the Lender, who may make proof of loss if it is not made promptly by Mortgagor. Proceeds shall be paid directly to the Lender who may compromise with any insurance company and make a final settlement which shall be binding upon Mortgagor. The Lender may, at its election, apply the proceeds to the reduction of the Indebtedness or the restoration or repair of the Property.

4.3 At least 30 days prior to the expiration of any policy, a satisfactory renewal or substitute policy shall be secured by Mortgagor.

## Reservos; Mortgage Insurance Premiums.

5.1 If allowed by law, and if Mortgagor and Lender do not otherwise expressly agree in writing, Lender may require Mortgagor to maintain reserves for payment of taxes (including special assessments and other charges against the Property by governmental or quasi-governmental bodies) or premiums on property insurance or both. The reserves shall be created by payment each month to the Lender of an amount determined by the Lender to be sufficient to produce by the date they are due amounts equal to the estimated taxes and insurance premiums to be paid. If at the time that payments are to be made the reserve for either taxes or insurance premiums is insufficient, Mortgagor shall upon demand pay such additional sum as the Lender shall determine to be necessary to cover the required payment.

5.2 If the Lender carries mortgage (default) insurance covering the repayment of all or any part of the Indebtedness, the premiums for such insurance shall be paid by the Mortgagor, and if allowed by law, the Lender

SALENS INVESTIGATION OF A CONTRACT OF A DACTURE CLASS OF INSURANCE: THAT 1.3 IF WARTING AND IN A CONTRACT OF THE AND A CONTRACT OF INSURANCE: THAT INCLUDED AND IN THE ADAPTION OF THE ADAPT OF THE ADAPT OF A ADAPT OF A LANNER. IF A CONTRACT OF A ADAPT nesse for the trade another a the same event the armitual attracted as a that the same for the last for the for the for the formation of the last for the formation of the last for the formation of the formation Morte if or agrees that Lender may, at Lender's option, declare the entire MORTR W, or agrees that Lenger m3y, at Lenger's option, deciare the entire indebted #35 interrediately due and payable if all or any part of the Property. or an int a est therein, is sold, transferred, further encumbered, or alienated. 11. Due on Sale Clause. INFINIT ON INFIDIENTI IN ILL IT AL ATT TITH THE THE TRACTORE TRACT AS IT OFFICE TO BE THE PT IN THE ETTREFTOR SE TEST FOR TO COME I THE STRITULITI FOR THE ETTRE DACES BE If Lende Traterises the option to declare the entire Indebtedness immediately NI UND PT IN THE TERMINED OF TERMINE TO COMPLETE OFFICIAL THE THE ENTERD DADAGE OF THE ACT, THE CENTER IN THE ACT OF TERMINE TO A DUTING OF THE DOWN AND THE TERMINE TO A DUTING OF THE OFFICIAL T A ACT, THE CENTER IN THE ACT OF THE DESCRIPTION OF THE DUTING OF THE DUTING OF THE DUTING OF THE DUTING OF THE A ACT, THE CENTER IN THE ACT OF THE DUTING OF IT LENDE TEXETCISES THE OPTION TO DECLARE THE ENTITE INDECLEONESS IMMEDIATELY Size and F arable.Montgagor agrees that Lender may use any default remedies cermit a junder this Montgage and under applicable law. Montgagor agrees that leader may mercira Lender's rights under this Due-Do-Sole provision AV TOTE PACATE RECENTING A POWER POSSIFIENCE O QUERTARY IF THE DRAMME DAM 31/3005 THE DEPTER SUPER ALL TOTAL REPORT OF A THE LEVEL AN USE THE PERFER TO \$15 IV. THE that Lender may exercise Lender's rights under this Due-On-Sale provision ध स्वय भग डा.स.स. ब्रह्म राजन ह स्वयत्त्राय हरू. स्वयत् प्रत्यत्व व्यत्त व्यत्य स्वडस्य स्वर्थ स्वडस्य स्व म ३३ १८७ स्व १ स्वर भाषात त्या व राजन्त्र, इ स्वर्धन्यांगेल क्षेत्रभाष्ट्री हेर्द्र अस्तिमास् तिल चारधारल्य स्वडस्य भ्रास्ट (इ स्वत each time all or any part of the Property, or an interest in the Property, is sold, translared, further encumbered, or alienated whether or not Lender previousi reu, romer enconnoereu, or anenateu whether or not Lender pre-viousi retercised Lender's rights under this or any other Due-On-Sale S. L. Unitien intal mit charge a in rice charge for cullecting is server, and ses and they fee the charge balles to there S. L. Unitident that a must charge a traching charge for collecting reserves and but program and a surrance premisers. The reserves shall not constricted but scheduling and a surrance premisers. The reserves funds with other but is the benefit of the need not intern them has the benefit of Movi zacu. Matter are sensor in a Longing must not not Mastersor interact on resource 12. Sucurity Agreement; Financing Statements. 12. ORDERING PROFESSION Property included within the description of the process NUMES OF LEMANT, FOR STREE MOR INVEST THEM FOR THE DEPENT OF MOR 22ED. Worksates same for same for for the second for on the second for the s provision. WENTER ET ANTIET. THE LIENSES SEED OCK FOR WEITERED INTERESTON (SERVES) U NINESE PERFECTION ESTIMATES INNOVITE ALVENENT OF INTEREST NOTWITE DAVE ) AS ATT 12.2 Nortgago: shall join with the Lender in executing one or more 12.2 Nortgago: shall join with the Lender in executing one or more financing statements under the Uniform Commercial Code and shall file the statement at Meteorogic example in all public offices where films is Indicing statements under the uniform commercial code and sharing the the statement at Mortgagor's expense in all public offices where filing is required to perfect the security interest of the Lender in any personal property under the lightern Commercial Code und er the Uniform Commercial Code.

13 Default.

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specifying the failure.

specifying the failure.

Property is derived.

and remedies:

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14. Release on Full Performance.

15. Rights and Remedies on Default.

Incebtedness immediately due and payable.

any prior lien.

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10.2 What / federal, state or local tax to which this paragraph applies is gracted subia quent to the date of this Mortgage, this state to the remedies affect as a de ault, and the Lender may exercise any or all of the remedies errect as a de aurt, and the Lender may exercise any or all of the remedies available to it in the event of a default unless the following conditions are

(a) Worl gagor may lawfully pay the tax or charge imposed by the state

(b) Martgagor pays or offers to pay the tax or charge within 30 days (b) Martgagor pays or offers to pay the tax or charge within 30 days after notice from the Lender that the tax law has been enacted.

The following snall constitute events of default:

13.1 Any portion of the Indebtedness is not paid when it is due.

13.2 Failure of Mortgagor within the time required by this Mortgage to 13.2 Failure of Mortgagor within the time required by this Mortgage to niake any payment for taxes, insurance, or mortgage insurance premiums of for reserves for such payments, or any payment necessary to prevent filing of endirectaries and line.

13.3 Failure of Mortgagor to perform any other obligation under this Mortgage within 20 days after receipt of written notice from the Lender specifying the failure

specifying the failure. 13.4 If this Mortgage secures a construction loan, any failure of Mortgagor or builder or any other person or entity to comply with or perform any provision of any construction loan agreement executed in connection with the loan within 20 days after receipt of written notice from Lender specifying the failure

13.5 Default in any obligation secured by a lien which has or may have

13.6 Either Mortgagor or Borrower become insolvent, file a voluntary

13.6 Either Mortgagor or Borrower become insolvent, file a voluntary petition in bankruptcy, become subject of an involuntary petition in bankruptcy, make an assignment for the benefit of creditors, or consent to the appointment of a receiver or trustee for any portion of the Property or all or a substantial part of Morgagor's or Borrower's assets.

13.7 Default by Mortgagor or any predecessors in title of Mortgagor, as lessee or sublessee, under the terms of any lease or sublease of the Property to which Mortgagor is a part of through which Mortgagor's interest in the lessee or sublessee, under the terms of any lease or sublease or the Property to which Mortgagor is a party or through which Mortgagor's interest in the

If the Indebtedness is paid when due and Martgagor otherwise performs

If the indeptedness is paid when due and montgager outerwise periodics all of its obligations under this mortgage and the notes, the Lender shall an or its opingations under this mortgage and the notes, the Lender shan execute and deliver to Mortgagor a suitable release and satisfaction of this execute and univer to moregogor a suitable release and satisfaction of this moregogo and suitable statements of termination of any financing state-

monyage and sunable statements of termination of any mancing state-ments on file evidencing the Lender's security interest in personal property.

15.1 Upon the occurrence of any event of default and at any time

(a) The right at its option by notice to Borrower to declare the entire

(b) With respect to all or any part of the Property that constitutes reality.

(c) With respect to all or any part of the Property that constitutes personalty, the rights and remedies of a secured party under the Uniform Commercial Code.

(d) The right, without notice to Mortgagor, to take possession of the

(d) The right, without notice to Mortgagor, to take possession of the Property and collect all rents and profits, including those past due and unpaid, and apply the net proceeds, over and above the Lender's costs, against the Indebtedness. In furtherance of this right the Lender may require any tenant or other user to make payments of rent or use fees directly to the Lender, and narments by such tenant or user to the Lender in resonance to its lender.

any remain or other user to make payments or rem or use rees unecry to the Lender, and payments by such tenant or user to the Lender in response to its

Lenger, and payments by such renam or user to the Lenger in response to its demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed.

(e) The right to have a receiver appointed to take possession of any or

(e) the right to have a receiver appointed to take possession or any or all of the Property, with the power to protect and preserve the Property and to operate the Property preceding foreclosure or sale and apply the proceeds, over and above cost of the receivership against the indeptedness. The

over and above cost of the receivership, against the Indebtedness. The

the right to foreclose by judicial foreclosure in accordance with applicable

to a upon the occurrence of any event of default and at any time thereafter, the Lender may exercise any one or more of the following rights

priority over this Mortgage, or the commencement of any action to foreclose

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tions not no even within 10 is mis after the due date, or 3/ the ext business is the line is-day period ends on a Saturday. Sunday, if left i holiday. The is marked in the late charge thall be as specified in the note or is the two not is setting to late the note. HERDING OF THE LEVE CLAFET AND AND A DOTATION OF SUCH PRIMER Which Lender Depth is to late charge. Or portation of such primer which Lender ment of primer and interest, or portation of such primer which Lender ment of primer and interest.

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9.1 If all or any part of the Property is under net, the Lender may at its 9.1 If all or any part of the Property is conder ned, the Lender may at its election require: that all or any portion of the net proceeds of the ansatt be applied on the laddbtedness. The net proceeds of the award shall mean the avaid after payment of all react able (CSSS, expenses and attenuest term means acts to de incurry) by Mortgauor and the Lender in attenuest term means acts to de incurry) by Mortgauor and the Lender in

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3.7 If any concredunt in condemnation are filed. Norte a jor shall 7 ( IT art Discussion); In concentration are med, more, and share of the action and control to table such steps as may be recessed to detend the action and setains the respective tables and the steps as thereby as thereby as the relation to be related to the steps of the relation and the related to the steps of the relation and the relation are steps.

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10. Impenition of Tax In State.

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receiver may be the without band if permit to by law. The Lender's right to the apparintment of a moreover shall exist whether or not apparent value of the Property exceeds the indebte doess by a substantial amount.

(F) The right to octain it deficiency is fight at in the event the net sale monests of any foreclosure sale are its illicities to pay the entire unpaid Incluitedment.

(a) Any other right or remedy provided in this mortgage, the promissory refers endencing the inceptedness, any construction loan agreement, any ither security do cument, or under the law.

15.2 In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property logether or separately or to sell certain portions of the Property and refrain from selling other portions. The Lender shall be initial to bid at any public sale on all or any portion of the Property.

15.3 The Lunder shall give Mortgagor reasonable notice of the time and place if any public sale of any personal poperty or of the time after which any private sale or other intended disposition of the Property is to be made. Reasonable notice shall mean notice given all least ten days before that ime

15.4. A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of projudice the party's in the them are to demand strict compliance with that provision or any other Infort otherwise to nemand strict compliance with that provision or any other provision. Election by the Lender to pursue any memody shall not exclude action to any other remedy, and an election to make expenditures or take action to perform an obligation of Mortgagist under this Mortgage after that burg of Mortgagisto perform shall not affect the Lender's right to declare a default under this further while the mediation of 15. de fault and exercise its remedies under this paragraph 15.

15.5 In the exact suit or action is instituted to enforce any of the terms of the Wortgage the Lender shall be entitled to receiver from Mortgagor such sunt as the court may adjudge masonable as altorizing feis at trial and on

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5155 any appeal. All reasonable expenses incurred by the Lender that are necessary at any time in the Lender's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, whether or not any court action is involved, shall become a part of the Indebtedness payable on demand and shall bear interest at the highest rate as provided in any note from the date of expenditure until paid. 16. Notice.

Any notice under this Mortgage shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this Mortgage. Either party may change the address for notices by written notice to the other party.

# 17. Succession; Terms.

ATC 29657

17.1 Subject to the limitations stated in this Mortgage on transfer of Mortgagor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns.

17.2 In construing this Mortgage the term Mortgage shall encompass the term security agreement when the instrument is being construed with respect to any personal property. 17.3 Attorneys' fees. 41844

and in this Morrage shall include fees," as	that term is used in the note
and in this Montgage, shall include atterneys fees," as awarded by an appellate court	fees, if any, which may be

James A. Kurth

Sandra Jean Kurth

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11 ÷14 1.1 Шţ.: 1 H 111 5156 :1 Mongagor . Mortgagee of Mortgages of said County. - M. and recorded , 19.86 l'érego Branch Address ., Oregon Department MORTGAGE Wilness my hand and seal of County affixed. US NATIONAL BANK OF OREGON P. O. BOX 789 KLAMATH FALLS, OR 97601 . Lender I certify that the within instrument was rec Evelyn Bieim, County Clerk -2864 AFTER RECORDING RETURN TO County Clerk (Recorder - o'clock P 10 County of Kleneth STATE OF OREGON der Marth the record on the 10: \$17.00 28 En al for the attention of: at 4106 in Book 91-849 6/84 day of ð Isal Altre | and in pauncies secondar and Budseds IV -----A STAR & SHORE The Lender's n's bi to the 19:5TS wel wi battimper ii brod э TT JOURDOOD ٦ì 6.5.948 OL6'