

THIS MORTGAGE, Made this 30th day of September 1986, by Howard C. Hassett and Mary A. Hassett, as tenants by the entirety to South Valley State Bank hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Sixty Thousand and No/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 property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

See attached Exhibit "A" by this reference made a part hereto.

(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 30, 1986 to Larry R. and Debra A. Thurber in the amount of \$60,000.00 with maturity of September 30, 1987. Further acknowledgement between the above parties by an agreement dated September 30, 1986.

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 30, 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 \$ FULL AMOUNT 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 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 kind, 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 any 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, if equivalent. If this instrument is NOT to be a first lien, use S-N Form No. 1306, if equivalent.

Howard C. Hassett
Mary A. Hassett

STATE OF OREGON, County of Klamath

Personally appeared the above named Howard C. Hassett and Mary A. Hassett, September 30, 1986, and acknowledged the foregoing instrument to be their voluntary act and deed.

(NOTARIAL SEAL)

Before me: Terrie L. Stochton Notary Public for Oregon
My commission expires: 3-14-87

MORTGAGE

TO

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

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK
5215 SOUTH SIXTH STREET
KLAMATH FALLS, OR 97603

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/reel/volume No. on page or as document/fee/file/instrument/microfilm No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By Deputy

Larry R. and Debra A. Thurber Mortgage dated September 30, 1986

EXHIBIT A

18860

The following described real property situate in Klamath County, Oregon:

A place or parcel of land situated in the Northeast Quarter of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, and more particularly described as follows:

Beginning at an iron pipe which is South 0°06' West 323.4 feet and North 89°49' West 234.2 feet from the Northeast Section Corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, which point of beginning is also the Northeast corner of that certain tract of land conveyed to Elmer W. and Flora M. Zigler on page 238 Deed Volume 278 of the records of Klamath County, Oregon; thence North 89°49' West along the northerly boundary of said tract of land conveyed on page 238 Deed Volume 278, a distance of 334.8 feet to an iron pipe set at its intersection with a line which is parallel to and 192.77 feet Northeasterly of, when measured at right angles to, the Northeasterly right of way line of the Dalles-California Highway (US97) as the same is now located across the said Section 19; thence North 38°52' West parallel to and 192.77 feet distant from said Northeasterly highway right of way line a distance of 427.3 feet to an iron pipe; thence South 89°49' East a distance of 114.35 feet, more or less, to the point of beginning.

PARCEL 2: Beginning at a point which is South 0°06' West a distance of 477.4 feet and North 89°49' West a distance of 234.2 feet from the Northeast corner of Section 19, Township 38 South, Range 9 E.W.M.; thence North 0°06' East a distance of 154 feet to a point; thence North 89°49' West a distance of 336 feet, more or less, to a point on a line which is parallel to and distant 192.77 feet at right angles from the Northeasterly right of way of the Dalles-California Highway; thence South 38°52' East a distance of 200 feet, more or less, to a point which is North 0°06' East a distance of 211.1 feet, from the North line of Byrd Avenue in Chelsea Addition; thence South 89°49' East a distance of 210.2 feet to the place of beginning, being in the NE 1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. SUBJECT TO: Reservations, restrictions, assessments and rights of way of record and those apparent on the land, if any.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of
of October

A.D., 19 86

of

at 1:46

o'clock P

M.,

and duly recorded in Vol. 18859

18860

day

FEE

\$9.00

MORTGAGES

on Page

18859

By Evelyn Biehn,

County Clerk