

70192

After recording return to:
Wilson C. Muhlheim
P.O. Box 1475
Eugene, OR 97440

Vol. 87 Page 321

87 JAN 8 AM 11 50

MORTGAGE

PARTIES:

ARTHUR EUGENE EVANS and SHIRLEY ANN EVANS (Mortgagor)
UNITED STATES NATIONAL BANK OF OREGON (Mortgagee)

AGREEMENTS:

The Mortgagor hereby mortgages to Mortgagee the real property described on the attached Exhibit A and all interest therein which the Mortgagor may hereafter acquire; and all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon ~~or used in connection with the property~~, including but not limited to all apparatus, equipment, fixtures or articles whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services; all built-in appliances, ~~and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate~~, including screens, window shades, storm doors and windows, floor coverings, screen doors, awnings, tanks, shrubbery, trees, stoves and water heaters; all of which are intended to be and are hereby declared a part of real estate whether physically attached thereto or not; and all easements, water rights, and other rights or privileges now or hereafter appurtenant to the land; and all of the rents, issues, and profits of the premises, which are hereby pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due (hereinafter referred to as "the property").

1. This Mortgage is to secure all indebtedness of Mortgagor to Mortgagee under the Orders dated May 22, 1986 and August 8, 1986, copies of which are attached hereto as Exhibits B and C, in United States Bankruptcy Court for the District of Oregon Case No. 686-07734-R11, wherein Shirley Ann Evans and Arthur Eugene Evans are the Debtors; and to secure the performance of all of the covenants and obligations of the Mortgagor contained or referred to herein.

2. The Mortgagor covenants:

a. The Mortgagor will pay the indebtedness and all extensions or renewals thereof, if any, together with all interest accrued thereon, promptly as the same become due.

b. The Mortgagor will pay when due all taxes, assessments and other governmental rates and charges against the property (including those heretofore due), and will furnish the Mortgagee, upon request, duplicate receipts therefor, ~~and all items extended against the property shall be conclusively deemed valid for the purpose of this requirement.~~ Mortgagor may elect to pay taxes in accordance with any available installment method. ~~that does not cause accrual of interest.~~

c. The Mortgagor is the owner in fee simple of the property subject to only the encumbrances shown on the attached Exhibit A and is entitled to possession of the property; the Mortgagor has the right to mortgage the property; the Mortgagor will keep the property free from all other encumbrances, including those of record, whether legal or otherwise, which are or might be prior or superior to the lien of Mortgagee hereunder; the Mortgagor will warrant and defend the same against all claims and demands whatsoever; ~~and the Mortgagor will execute or procure such further assurance of Mortgagor's title to the property as may be reasonably requested by Mortgagee to protect Mortgagee's security interest.~~

d. The Mortgagor will keep the improvements now or hereafter located upon the property insured against damage by fire with extended coverage, broad form, until the indebtedness secured by this Mortgage is fully paid, ~~or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in form and with a company reasonably acceptable to the Mortgagee.~~ Such insurance policy or policies shall have mortgage clauses in favor of, and in form acceptable to, the Mortgagee. In the event of foreclosure of this Mortgage or other transfer of title to the property in extinguishment of the indebtedness secured by this Mortgage, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall be passed to the purchaser or grantee. In case of loss, the Mortgagor shall give immediate notice of loss by mail to the Mortgagee. In the event of destruction or damage, the Mortgagor may elect to rebuild and restore the improvements now or hereafter located on the property by giving written notice thereof to the Mortgagee within fifteen (15) days from such destruction or damage. In the event the Mortgagor so elects, such rebuilding or restoration shall be promptly commenced and diligently prosecuted. Upon satisfactory proof of expenditure, Mortgagee shall, from the insurance proceeds, pay or reimburse Mortgagor for the reasonable costs of repair or restoration. In the event the Mortgagor does not give a timely notice of election to rebuild or restore, all insurance proceeds

shall be paid to the Mortgagee to apply upon the indebtedness secured by this Mortgage, in addition to any other payments coming due thereon. Upon request of the Mortgagee, the Mortgagor will furnish a certificate of insurance evidencing compliance with the insurance requirements of this paragraph.

e. The Mortgagor will keep the property in good condition and repair, without waste or strip, will not make, suffer or permit any unlawful use of or any nuisance to exist on the property, will not diminish or impair its value by any act or omission to act, and will comply with all requirements of law with respect to the property and the use thereof.

f. The Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant or condition, zoning ordinance, other public or private restriction, limiting or defining the uses which may be made of the property or any part thereof, without the prior written consent of the Mortgagee.

g. The Mortgagor will not make, suffer or permit, without the prior written consent of the Mortgagee, any alterations or removal of any portion of the property, provided items of equal or greater value may be substituted for any improvements, apparatus, appurtenances, fixtures, built-in appliances or equipment now or hereafter used on the property.

h. Upon request of the Mortgagee, the Mortgagor shall certify in writing to the Mortgagee or Mortgagee's proposed assignee the amount of principal and interest then owing and whether Mortgagor has or claims any setoffs or defenses thereto.

3. In the event the ownership of the property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the obligations hereby secured, either by forbearance to sue or by extending the time for performance of the obligations under this Mortgage, without in any way releasing, discharging or otherwise affecting the Mortgagor's liability hereunder for the obligations secured by this Mortgage.

4. In case the property, or any portion thereof, shall be taken under the right of eminent domain or condemnation, then, as between Mortgagor and Mortgagee, the Mortgagee is empowered to collect and receive all compensation which may be paid for any property taken or for damages to property not taken, and all compensation so received shall be distributed in the following order of priority:

a. To Mortgagee to reimburse reasonable costs, expenses and attorney's fees necessarily paid or incurred in the condemnation proceeding,

b. To Mortgagor to reimburse reasonable costs, expenses and attorney's fees necessarily paid or incurred in the condemnation proceeding,

c. To Mortgagee to be applied upon the indebtedness secured by this Mortgage, principal and interest, and

d. Any remaining balance shall be paid to Mortgagor. The Mortgagor agrees to take such action or to execute such instruments as may be necessary in obtaining such compensation, promptly upon the Mortgagee's request.

5. It is expressly understood and agreed:

a. Should the Mortgagor fail to perform any of the covenants of this Mortgage, the Mortgagee may at Mortgagee's option, carry out the same on behalf of the Mortgagor without waiver of such default, and the Mortgagee may do any act Mortgagee may deem necessary to protect the Mortgagee's security interest. Any expenditures made or charges incurred by the Mortgagee for the foregoing purpose shall be repayable by the Mortgagor on demand and shall be secured by this Mortgage, and shall draw interest until repaid at the rate of one and one-half percent (1 1/2%) per month or, if this rate exceeds the highest lawful rate, then at the highest lawful rate. The Mortgagee may, at Mortgagee's option, sue to collect all or any part of the aforementioned expenditures without foreclosing this Mortgage and without affecting Mortgagee's right to foreclose this Mortgage at any future time. Nothing herein contained shall require the Mortgagee to advance any monies for any purpose or do any act hereunder, and the Mortgagee shall not incur any personal liability because of Mortgagee's acts or omissions hereunder.

b. Time is material and of the essence hereof, and if default be made in the payment of the debts hereby secured, or in installment, extension or renewal thereof, or of interest, or in the performance of any of the covenants herein contained; or if ~~Mortgagor or any of the guarantors is adjudicated bankrupt; or if~~ a receiver is appointed for any property of Mortgagor or any of the guarantors, or if Mortgagor or any of the guarantors shall make an assignment for the benefit of creditors; or if Mortgagor shall default under the terms of any mortgage or other encumbrance which is or may be prior to or superior to the lien of the Mortgagee hereunder; or if proceedings be instituted to enforce any other lien or charge upon the property, or any part thereof, and within ~~thirty (30) days thereafter Mortgagor shall fail to deposit cash or post a bond in lieu of cash in the amount of the alleged debt for the lien or charge sought to be enforced; or if the Mortgagor abandons any of the property, the balance of the unpaid principal with the accrued interest and all other indebtedness secured by~~

J.E. this Mortgage shall, ^{AFTER THIRTY (30) DAYS WRITTEN NOTICE TO MORTGAGORS} at the Mortgagee's election, become immediately due ~~without notice~~ and this Mortgage may be foreclosed. In addition, the Mortgagee may, at Mortgagee's option and without affecting the Mortgagee's security interest, apply toward the payment of the indebtedness such sums or any part thereof held by Mortgagee under the provisions of this Mortgage or any indebtedness of the Mortgagee to the Mortgagor. Mortgagee's failure to exercise any right or option, or waiver of any default, shall not be deemed a waiver of any future right, option or default.

c. The Mortgagor assigns to the Mortgagee all rents, issues, profits and revenues from the property and hereby assigns any leases in effect or hereafter in effect upon the property or any part thereof. In the event of default in the payment of the debts hereby secured, or in any installment, extension or renewal thereof, or of any interest, or in the performance of any of the covenants herein contained and while the default continues, Mortgagor hereby authorizes and empowers the Mortgagee, Mortgagee's agents or attorneys, at Mortgagee's election, ~~without notice to the Mortgagor~~, as agents for the Mortgagor, to take and maintain full control of the property; to oust tenants for nonpayment of rents; to lease all or any portion of the property, in the name of the Mortgagor, on such terms as Mortgagee may deem advisable; to make alterations or repairs Mortgagee may deem advisable and deduct the cost thereof from the rent; to receive all rents and income therefrom and issue receipts therefor; and out of the amount or amounts so received to pay the necessary operating expenses and retain or pay the customary charges for thus managing the property; to pay the Mortgagee any amount due upon the indebtedness secured by this Mortgage; to pay taxes, assessments, and premiums of insurance policies, or renewals thereof, on the property, or amounts necessary to carry out any covenant in this Mortgage contained, the Mortgagee to determine which items are to be met first, but to pay any overplus so collected to the Mortgagor, and those exercising this authority shall be liable to the Mortgagor only for the amount collected hereunder and the accounting thereof, and as to all others, persons exercising this authority are acting only as agent of the Mortgagor in the protection of the Mortgagee's security interest. In no event is the right to such management and collection of such rents to affect or restrict the right of the Mortgagee to foreclose this Mortgage in case of default. *J.E.*

d. A receiver may be appointed in any proceeding to foreclose this Mortgage, without regard to the adequacy of the security for the indebtedness or the solvency of the Mortgagor or the absence of waste or danger of loss or destruction of the property, to possess, manage and control the property, and to collect the rents, issues and profits thereof. ~~Upon a declaration of default under the terms of this Mortgage, the Mortgagor shall attorn to the Mortgagee or to a receiver of the property.~~ *J.E.*

e. Mortgagee shall not be required to marshal security and may proceed to foreclose or otherwise realize upon security in such order and in such manner as Mortgagee may determine in Mortgagee's sole discretion.

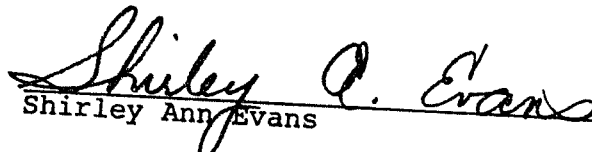
f. The Mortgagee and persons authorized by Mortgagee shall have the right to enter and inspect the property at all reasonable times.

g. If Mortgagor shall have the right to foreclose this Mortgage as specified above, ~~or if Mortgagee seeks adequate protection of Mortgagee's interest under the Bankruptcy Code, the Mortgagor shall pay to the Mortgagee all reasonable expenses incurred by Mortgagee, at any time necessary in Mortgagee's opinion for the protection of Mortgagee's interest or the enforcement of Mortgagee's rights, including but not limited to the cost of searching records, obtaining title reports, surveyor's reports, attorney's opinions or Mortgagee's title insurance, whether or not in connection with any legal proceeding; and the amount of such expenses, with interest thereon from the date incurred at the rate of one and one-half percent (1.5%) per month or, if this rate exceeds the highest lawful rate, then at the highest lawful rate, shall be secured by this Mortgage. If any legal proceeding is commenced to foreclose this Mortgage in any way or arises from the execution hereof, including appeals, the prevailing party shall be entitled to recover reasonable attorney's fees, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. If this Mortgage is foreclosed, Mortgagee shall, in addition, be entitled to recover at the time the judgment of foreclosure is entered an amount equal to the reasonable attorney's fees and legal expenses which Mortgagee reasonably anticipates will be incurred in enforcing and collecting such judgment.~~ S.E. S.E. S.E.

6. Mortgagor represents and warrants that the execution of this Mortgage is the lawful and voluntary act of Mortgagor.

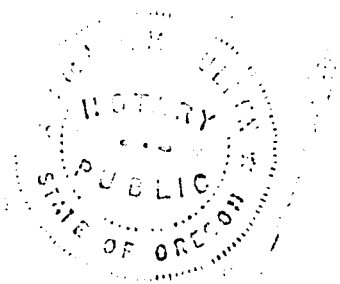
DATED this 1st day of DECEMBER, 1986.


Arthur Eugene Evans


Shirley Ann Evans

STATE OF OREGON)
 County of LANE) ss.

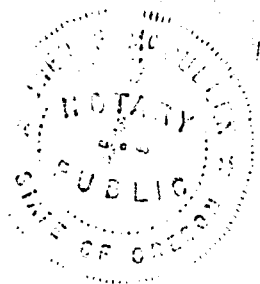
The foregoing instrument was acknowledged before me this
1st day of December, 1986, by Arthur Eugene Evans.



Ch B. McCall
 Notary Public for Oregon
 My Commission Expires: 6-6-90

STATE OF OREGON)
 County of LANE) ss.

The foregoing instrument was acknowledged before me this
1st day of December, 1986, by Shirley Ann Evans.



Ch B. McCall
 Notary Public for Oregon
 My Commission Expires: 6-6-90

EXHIBIT A

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 41 South, Range 12 East of the Willamette Meridian, more particularly described as follows: Beginning at a point marked by a P.K. Nail on the South line of said Section 8, said point being S. 89°50'00" W. 640.52 feet from the Southeast corner of said Section 8; thence continuing S. 89°50'00" W. along said Section line, 186.00 feet to a P.K. Nail; thence N. 00°34'40" E. 30.00 feet to a 5/8 inch iron pin on the Northerly right of way line of DeMerritt Road; thence continuing N. 00°34'40" E. 377.08 feet to a 5/8 inch iron pin; thence N. 89°50'00" E. 186.00 feet to a 5/8 inch iron pin; thence S. 00°34'40" W. 377.08 feet to a 5/8 inch iron pin on the Northerly right of way line of said DeMerritt Road; thence continuing S. 00°34'40" W. 30.00 feet to the point of beginning.

SUBJECT TO: That certain Mortgage, including the terms and provisions thereof, executed by Harlan K. Loveness, also known as Harlan Loveness and Barbara J. Loveness, husband and wife, to First Federal Savings & Loan Association of Klamath Falls, a Federal Corporation, dated October 10, 1972, recorded October 13, 1972 in Volume M-72 page 11776, Mortgage Records of Klamath County, Oregon, to secure the payment of \$58,000.00

ALSO SUBJECT TO: That certain Trust Deed, including the terms and provisions thereof, executed by Arthur E. Evans and Shirley A. Evans, husband and wife, as Grantor, to Klamath County Title Company as Trustee, and Dale W. Ruisch and Nellie H. Ruisch, husband and wife, as Beneficiary, recorded March 19, 1984 in Volume M-84, page 4447, of the Official Records of Klamath County, Oregon, to secure the payment of \$25,661.74.

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10 In Re:

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

11 SHIRLEY ANN EVANS aka Sam Evans
12 and ARTHUR EUGENE EVANS aka
13 Art Evans,

Bankruptcy No.
686-07734R11

Debtors-in-Possession.

ORDER REGARDING USE
OF CASH COLLATERAL

15 RECITALS:

16 A. The Debtors have moved for authority to use cash
17 collateral of the United States National Bank (the Bank).
18 B. The parties have represented to
19 have reached a

18 The United States National Bank (the Bank).
19 B. The parties have represented to the court that they
20 have reached a comprehensive oral settlement of this and other
21 matters, and are in the process of documenting that settlement.
22 C. In order to allow the Debtors to improve
planting a crop, and

C. In order to allow the Debtors to immediately begin planting a crop, and without any intent to modify the terms of that settlement, the parties have stipuled to entry of this order.

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1 ORDER:

2 1. The Debtors may use a reasonable amount of the potatoes
3 they currently hold for seed in accordance with paragraph 4.d. of
4 Exhibit A of the Affidavit in Support of Motion for Authority
5 to Use Cash Collateral filed by the Debtors in this proceeding.

6 2. As substitute security for the value of the potatoes
7 used by the Debtors, the Bank is granted the following:

8 a. A lien on all vehicles listed on the Debtors'
9 Schedule B(2)(f), plus

10 b. A lien upon the Debtors' residence described in
11 Schedule B-1(a), plus

12 c. A lien upon all of the Debtors' 1986 crops.

13 3. The liens described above shall have the priority
14 otherwise afforded by law as if they were voluntarily given by
15 the Debtors and perfected on the date of this order. The liens
16 upon the personal property shall be subject to the terms of the
17 Bank's existing security agreement involving the potatoes, and
18 the lien upon the real property shall be equivalent to the lien
19 of a trust deed with substantially equivalent terms.

20 DATED this 22nd day of May, 1986.

21
22
23 /s/ Albert E. Radcliffe
Bankruptcy Judge

24 /////

25 /////

26 /////

1 The parties hereby stipulate to, and move for, entry
2 of this order.

3 DEBTOR:

4 ARMSTRONG, McCULLEN
5 & PHILPOTT, P.C.

BANK:

HERSHNER, HUNTER, MOULTON,
ANDREWS & NEILL

6 By /s/ Owen B. McCullen
7 Owen B. McCullen
8 OSB #73375
9 Of Attorneys for
10 Debtors-in-Possession

By /s/ William R. Turnbow
William R. Turnbow
OSB #80391
Of Attorneys for United States
National Bank

OWEN B. McCULLEN
ARMSTRONG, McCULLEN
& PHILPOTT, P.C.
Attorneys at Law
1420 Green Acres Road
Eugene, Oregon 97401
(503) 686-9165
Of Attorneys for Debtors

PAID
U.S. DISTRICT COURT
DISTRICT OF OREGON
FILED

AUG - 8 1986

TERENCE H. DUNN, CLERK
BY _____ DEPUTY

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF OREGON

In Re:

SHIRLEY ANN EVANS, aka SAM
EVANS and ARTHUR EUGENE
EVANS, aka ART EVANS,
Debtors.

Case No. 686-07734-R11

Chapter 11

STIPULATED ORDER

THIS MATTER is before the Court on the Motion of United States National Bank (USNB) for relief from the automatic stay or in the alternative for adequate protection and Debtor's Motion for authority to use cash collateral.

The Court being informed that the parties reached an agreement before hearing on July 17, 1986, and being advised as to the terms of that agreement, it is hereby:

ORDERED as follows:

1. The Debtor shall deposit all proceeds of sale from the 1985 potato crop in a special control account at USNB in Klamath Falls.

2. Debtors may immediately use \$57,000 of the funds deposited in that special control account. No funds will be advanced by USNB. This \$57,000 figure includes approximately \$7,000 which has already been expended by Debtors.

3. An additional \$30,000 of the 1985 potato crop proceeds shall be released to the Debtors conditioned upon the following:

a. At least five (5) days before the anticipated date for release of funds, the Debtors shall notify USNB of their request for release of funds.

Page -1- Stipulated Order (m5/acl)

EXHIBIT C - page 1

PLEASE CONFORM & RETURN TO:
Owen B. McCullen
1420 Green Acres Road
Eugene, OR 97401

ARMSTRONG, McCULLEN & PHILPOTT, P.C.
1420 GREEN ACRES ROAD
EUGENE, OREGON 97401-1753
(503) 686-9165

b. USNB shall make an evaluation of the 1986 crop within three (3) days of notification. If USNB determines that the crop when harvested will be worth at least \$45,000 in storage after harvest then USNB shall release to Debtors the additional \$30,000.

c. If USNB determines that the value of the crop is less than \$45,000, USNB shall notify Debtor before the expiration of the five (5) day notice period. In that event, a representative who is chosen by agreement by the Debtors and USNB will evaluate the crop. His findings will be binding on both parties. If the representative orally notifies USNB that he believes the 1986 crop to be worth \$45,000 or more, USNB shall immediately release the additional \$30,000 to Debtors.

4. The cash collateral will be used for the types of expenditures set forth in Debtors' budget, a copy of which is attached hereto as EXHIBIT "A". Debtors shall not use any cash collateral for production of a 1987 crop until a Chapter 11 Plan has been confirmed.

5. Debtors shall have the use of all vehicles and equipment scheduled on Debtors' schedules.

6. To secure repayment of the \$87,000 in cash collateral from the 1985 crop proceeds, and as adequate protection for USNB's secured interest, the Debtors shall give USNB:

a. A first security interest in all vehicles appearing on Debtors' schedule with the exception of a certain Cadillac automobile that has a first security interest in favor of GMAC, with scheduled values of \$44,900.00.

b. A third security interest in the Debtors' residence located on DeMerritt Road in Malin, Oregon. This security interest is superior to Debtors' homestead exemption in that property, with scheduled value of \$150,000.00.

c. A first security interest in the 1986 potato crop proceeds.

7. As the American Mariner mandated present value lost to USNB, Debtors shall pay interest to USNB on the \$87,000 in cash collateral. The interest rate, mutually agreed upon between the parties, is eight percent (8%). Interest will begin to accrue as of July 17, 1986, but will be payable out of 1986 potato crop proceeds after sale.

ARMSTRONG, McCULLEN & PHILLIPOTT, P.C.
1420 GREEN ACRES ROAD
EUGENE, OREGON 97401-1723
(503) 686-9165

8. To account for depreciation on USNB's equipment being used by the Debtors, the parties have agreed to a value of \$163,000. If the equipment is sold for more than that, no depreciation payments will be due USNB. If the equipment is sold for less than that, the amount payable as depreciation to USNB shall equal the difference between the sales price and \$163,000.

9. The Debtors shall turn over to the Bank all 1985 potato crop proceeds. All 1985 potato crop proceeds in excess of \$87,000 will be applied to the Debtors' debt with USNB.

10. The Debtors may purchase all the Bank's collateral and secured claim which collateral consists of equipment, vehicles, rolling stock, and 1986 potato crop proceeds at any time before July 1, 1987 for:

a. \$163,000 cash; plus

b. Repayment of \$87,000 cash collateral used plus an eight percent (8%) American Mariner interest component; plus

c. 1985 crop proceeds in excess of \$87,000.

11. Creditors will be noticed as to USNB's lien on the 1986 crop as it is intended to be superior to any other crop liens.

12. No 1986 potato crop proceeds will be expended on a 1987 crop until Debtors have a confirmed Plan of Reorganization.

Dated Nunc Pro Tunc to the 17th day of July, 1986.

/s/ Albert E. Radcliffe
Albert E. Radcliffe
Bankruptcy Court Judge

IT IS HEREBY STIPULATED:

ARMSTRONG, McCULLEN
& PHILPOTT, P.C.

HERSHNER, HUNTER, MOULTON,
ANDREWS & NEILL, P.C.

By: /s/ OWEN B. McCULLEN

Owen B. McCullen, OSB #73475
Of Attorneys for Debtors

By: /s/ WILSON C. MUHLHEIM

Wilson C. Muhlheim, OSB #68111
Of Attorneys for United States
National Bank of Oregon

EXHIBIT A

ARTHUR E. AND SHIRLEY A. EVANS
BUDGET FOR 1986-1987

EXPENSES	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL
Seed		\$ 806	\$2,544	\$1,000	\$	\$	\$	\$	\$	\$	\$	\$	\$ 3,350
Chemicals and Fertilizer		21,902	9,348										31,250
Labor	\$ 400	2,500	1,200		1,500	4,500							10,100
Fuel	1,000	1,000	3,000		2,000	1,900	1,400						10,300
Water and Power	300	300	600		300	300	300	300	300	300	300	300	3,600
Repairs and Supplies			500	1,500	1,500	1,500	600						5,600
Taxes: Property						2,300							2,300
Farm		4,500											4,500
Work. Comp.		750	750		750				750				7,500
Cellar Rent							3,500						3,500
Seed Cutting	500												500
Living Expenses	900	900	900	900	900	900	900	900	900	900			9,000
TOTALS	\$3,100	\$32,658	\$18,842	\$2,400	\$6,950	\$14,900	\$3,200	\$1,200	\$1,950	\$1,200	\$300	\$300	\$87,000

EXHIBIT C - page 4

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 8th day
of January A.D., 19 87 at 11:50 o'clock A M., and duly recorded in Vol. M87
of Mortgages on Page 321

FEE \$61.00

Evelyn Biehn, County Clerk
By Am Smith