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ATC 30723

MORTGAGE — OREGON

Vol. M87 Page 9455

Danny Powell Chapter No. 12, Disabled American Veterans, Inc., also acquired title as Disabled American Veterans Danny Powell Chapter No. 12 — May 29, 1987

2809 Avalon St., Klamath Falls, Oregon 97601 — Mortgagor, Address

United States National Bank of Oregon

740 Main Street, Klamath Falls, Oregon 97601 — Mortgagee ("Lender"), Address

The Lender has loaned money or extended credit to Mortgagor — Borrower

which is repayable with interest according to the terms of the following described promissory note(s):

Note Date	Original Principal Balance	Current Principal Balance	Date Final Payment is Due
May 29, 1987	$10,000.00	$10,000.00	May 31, 1990

The term "Indebtedness" as used in this Mortgage shall mean all the principal and interest payable under the note(s) [illegible]

[illegible]

To secure payment of the Indebtedness and performance of all obligations of Mortgagor under this Mortgage, Mortgagor hereby mortgages to the Lender all the following property in the County of Klamath, State of Oregon:

Lot 12 and the Westerly 90 feet of Lot 11 in Block 4 of FIRST ADDITION TO ALTAMONT ACRES, EXCEPTING from Lot 11 the Northerly 5 feet conveyed to Klamath County, in deed recorded June 12, 1963 in Vol. 346 page 53, according to the official plat thereof on file in the office of the County Clerk of Klamath County, State of Oregon.

which has the address of 2809 Avalon St., Klamath Falls, Oregon 97601, together with all appurtenances, [illegible]

1. **Maintenance of the Property.**

1.1 The Property shall be maintained in good condition at all times. [illegible]

1.2 [illegible]

1.3 [illegible]

2. **Completion of Construction.**

[illegible]

2.1 [illegible]

2.2 [illegible]

2.3 [illegible]

2.4 [illegible]

3. **Taxes and Liens.**

3.1 [illegible]

3.2 [illegible]

3.3 [illegible]

4. **Insurance.**

4.1 [illegible]

4.2 [illegible]

4.3 [illegible]

5. **Reserves; Mortgage Insurance Premiums.**

5.1 [illegible]

5.2 [illegible]

*Insert "Mortgagor" or name of the Borrower if different from the Mortgagor.

[illegible]

[illegible] Mortgagor to maintain a reserve for such payments [illegible] manner as for taxes and property insurance, and subject to the same agreements.

5.3 If Mortgagor desires to carry a package plan of insurance that includes coverage in addition to that required under this Mortgage, the Lender, if allowed by law, may at its option establish and administer a reserve for that purpose. In such event the premium attributable to the required insurance coverage shall be quoted separately, and the Lender may permit Mortgagor to furnish a certificate of coverage rather than deposit the policy as required in 5.2. If at any time the Lender holds an insufficient amount in the insurance reserve to cover the premium for the entire package policy, the Lender may, at its discretion, pay only that portion of the premium attributable to the required insurance coverage. If the blanket policy does not permit such partial payment, the Lender may use the reserve funds for the [illegible] and allow the package policy to lapse.

5.4 Lender shall not charge a service charge for collecting reserves and paying taxes and insurance premiums. The reserves shall not constitute a trust. Mortgagor agrees that Lender may commingle reserve funds with other funds of Lender, and need not invest them for the benefit of Mortgagor. Mortgagor agrees that Lender need not pay Mortgagor interest on reserves unless applicable statutes require payment of interest notwithstanding any contrary agreement.

6. Expenditures by Lender.

If Mortgagor shall fail to comply with any provision of this Mortgage, the Lender may, at its option, on Mortgagor's behalf take the required action and any amount that it expends in so doing shall be added to the indebtedness. Amounts so added shall be payable on demand with interest at the rate set forth in the note from the date of expenditure. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which the Lender may be entitled on account of the default, and the Lender shall not by taking the required action cure the default so as to bar it from any remedy that it otherwise would have had.

7. Late Payment Charges.

To cover the extra expenses involved in handling delinquent payments, Lender may charge a late charge on any installment payment which Lender does not receive within 15 days after the due date, or by the next business day if the 15-day period ends on a Saturday, Sunday, or legal holiday. The amount of the late charge shall be as specified in the note or, if the note specifies no late charge, [illegible] percent of the amount of principal and interest, or portion of such payment, which Lender does not receive within the 15-day period. The late charge under the note or under this Mortgage shall in no event exceed the maximum charge, if any, specified under applicable law. Collection of a late charge shall not constitute a waiver of or prejudice the Lender's right to pursue any other right or remedy available on account of the delinquency.

8. Warranty; Defense of Title.

8.1 Mortgagor warrants that Mortgagor holds merchantable title to the Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the Lender in connection with this transaction and accepted by the Lender, and (b) the encumbrances described as: [illegible]

[illegible]

(hereinafter referred to as "Permitted Encumbrances").

8.2 Mortgagor warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of the Lender under this Mortgage, Mortgagor shall defend the action at Mortgagor's expense.

8.3 If any Permitted Encumbrance is a lien, Mortgagor shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

9. Condemnation.

9.1 If all or any part of the Property is condemned, the Lender may at its election require that all or any portion of the net proceeds of the award be applied on the indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Mortgagor and the Lender in connection with the condemnation.

9.2 If any proceeding in condemnation are filed, Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagor hereby assigns to Lender the net proceeds of any condemnation award.

10. Imposition of Tax by State.

10.1 The following shall constitute state taxes to which this paragraph applies:

(a) A specific tax upon mortgages or upon all or any part of the indebtedness secured by a mortgage.

(b) A specific tax on the owner of property covered by a mortgage which the taxpayer is authorized or required to deduct from payments on the mortgage.

(c) A tax on premises covered by a mortgage chargeable against the mortgagee under the mortgage or the holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a Mortgagor under a mortgage.

10.2 If any federal, state or local tax to which this paragraph applies is enacted subsequent to the date of this Mortgage, this shall have the same effect as a default, 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 met:

(a) Mortgagor may lawfully pay the tax or charge imposed by the state tax; and

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

11. Due on Sale Clause.

Mortgagor agrees that Lender may, at Lender's option, declare the entire indebtedness immediately due and payable if all or any part of the Property or an interest therein is sold, transferred, further encumbered, or alienated. If Lender exercises the option to declare the entire indebtedness immediately due and payable, Mortgagor agrees that Lender may take any action permitted under this Mortgage and under applicable law. Mortgagor agrees that Lender may exercise Lender's rights under this Due-On-Sale provision each time all or any part of the Property or an interest in the Property is sold, transferred, further encumbered, or alienated, whether or not Lender has already exercised Lender's rights under this or any other Due-On-Sale provision.

12. Security Agreement; Financing Statements.

12.1 This instrument shall constitute a security agreement with respect to any personal property included within the description of the Property.

12.2 Mortgagor shall join with the Lender in executing one or more financing statements under the Uniform Commercial Code and shall file the statements 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 Uniform Commercial Code.

13. Default.

The following shall 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 make any payment for taxes, insurance, or mortgage insurance premiums, or for reserves for such payments, or any payment necessary to prevent filing of or discharge any lien.

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.

13.4 If this Mortgage secures a construction loan, any failure of Mortgagor or Lender or any other person or entity to comply with or perform any provision of any construction loan agreement applicable to construction 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 priority over this Mortgage, or the commencement of any action to foreclose any prior lien.

13.6 Either Mortgagor or Borrower becomes insolvent, files a voluntary petition in bankruptcy, becomes subject of an involuntary petition in bankruptcy, makes an assignment for the benefit of creditors, or consents to the appointment of a receiver or trustee for any portion of the Property, or all or a substantial part of Mortgagor's or Borrower's assets.

13.7 Default by Mortgagor in any performance or obligation of Mortgagor, or any agreement or instrument under the terms of any lease or instrument of title of Mortgagor, or to which Mortgagor is a party or through which Mortgagor's interest in the Property is derived.

14. Release on Full Performance.

If the indebtedness is paid when due and Mortgagor otherwise performs all of its obligations under this mortgage and the notes, the Lender shall execute and deliver to Mortgagor a suitable release and satisfaction of this mortgage and suitable statements of termination of any financing statements on file evidencing the Lender's security interest in personal property.

15. Rights and Remedies on Default.

15.1 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 and remedies:

(a) The right at its option by notice to Borrower to declare the entire indebtedness immediately due and payable.

(b) With respect to all or any part of the Property that constitutes realty, the right to foreclose by judicial foreclosure in accordance with applicable law.

(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 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 payments by such tenant or user to the Lender in response to the Lender's 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 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 indebtedness. The

[illegible]

E. Notice.

[illegible]

17. Successors; Terms.

[illegible]

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of ______)

______, 19__

Personally appeared the above-named ______ and acknowledged the foregoing instrument to be ______ voluntary act.

Before me:

______
Notary Public for Oregon
My commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared [illegible]

[illegible]

Before me:

Notary Public for Oregon
My commission expires: [illegible]

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON: COUNTY OF KLAMATH ss.

Filed for record at request of Aspen Title Company the 2nd day of June A.D., 19 87 at 11:37 o'clock A M., and duly recorded in Vol. M87 of Mortgages on Page 9457.

FEE $13.00

Evelyn Biehn, County Clerk
By ______

Before me:

[illegible]

______
Notary Public for Oregon
My commission expires: