

1614

, 19 87, by

Mortgagors.

unto Seller, P.B.T. Builders Inc, an Oregon Corporation, Mortgagee.

WITNESSETH: That the said Mortgagors, in consideration of the sum of

WITNESSETH: That the said Mortgagors, in consideration of the sum of Seven Thousand Four Hundred Seventy & 00/100 \$ 7470.00) Dollars.

the receipt of which is acknowledged, and for the purpose of securing the repayment of the said sum with interest, and the performance of the

covenants hereinafter contained, do hereby grant, convey, mortgage and warrant unto the said Mortgagee the lands, premises and property

situated in the County of Blamath and State of OREGON described as follows, to-wit:

the County of Blaine and State of Utah described as follows, to-wit:

Lot 5, less the westerly 132 feet of Cloverdale
(East 108 feet of Cloverdale Addition), township
39, Range 9, section 2 DD, tax lot 6100.

08 FEB 1971 03

TO HAVE AND TO HOLD, the granted premises and property, together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises including all buildings and improvements thereon (or that may hereafter be erected thereon), together with the reversions and remainders, rents, issues and profits thereof, together with the following property which is and shall be deemed to be fixtures and a part of the real property: all plumbing, heating, cooking, cooling, ventilating, watering, irrigating apparatus, window shades, venetian blinds, screens and storm windows and doors, shutters and awnings, floor coverings, machinery or any other fixtures and replacements thereof now or hereafter during the term of this mortgage as permitted by law belonging to or used in connection with the above described premises all of which are a part of the security for the indebtedness herein mentioned.

In addition thereto, the following described furniture, appliances and equipment or other fixtures and any replacements thereof, which are and shall be deemed to be fixtures and a part of the realty, are included as security for the indebtedness herein mentioned, to-wit:

And the Mortgagors hereby covenant with the said Mortgagee as follows:

FIRST: That this mortgage is given to secure the above sum, said sum to be paid in accordance with the terms of a certain Home Improvement Retail Installment Sale Agreement dated 12-21- 19 87, executed by V. Moore to the mortgagee, which said contract has a final maturity of Page 1 19 98.

SECOND: The security of this mortgage shall also extend to and cover any additional sums, obligations, or advances made by the mortgagee to

or any of his successors in ownership in the real estate hereby conveyed

THIRD: The Mortgagors warrant that they hold merchantable title to the above described premises and property in fee simple free of all encumbrances other than those enumerated in the title insurance policy, if any, issued for the benefit of the Mortgagee in connection with this transaction and accepted by the Mortgagee. Subject to such exceptions, the Mortgagors warrant and will forever defend the title against the claim of all persons. In the event any action or proceeding is commenced which questions Mortgagors' title or the interest or priority of the Mortgagee under this mortgage, Mortgagors shall defend the action or proceeding at their expense.

FOURTH: This instrument shall constitute a security agreement with respect to any personal property or fixtures or both included within the description of the property.

At the request of the Mortgagee, Mortgagors shall join with the Mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code in a form satisfactory to the Mortgagee and will pay for filing the same in the proper public office or offices as well as the cost of such searches made by filing officers or searching agencies or may be deemed desirable by the Mortgagee.

in the event of an actual or threatened destruction or removal of the improvements or property on said premises, or the breach of any other covenant in this paragraph "EIGHTH," the Mortgagee may, at its option, declare the entire debt hereby secured due and payable. All judgments, decrees and awards for injury to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in full to the Mortgagee, who may apply the same to the indebtedness hereby secured in such manner as it may elect.

SEVENTH: The Mortgagee shall promptly notify Mortgagee of any loss or damage which may occur to the mortgaged property. Mortgagee is hereby authorized, at Mortgagee's option, to make proof of loss; if the same is not promptly made by the Mortgagee, Mortgagee may compromise with any insurance company and make a final settlement which shall be binding upon Mortgagee.

SIXTH: The Mortgagee will pay before the maturity, and before any penalties, interest or other charges accrue or are added thereto, any and all taxes, assessments, liens, charges for the use of water on said premises, and any other charges or assessments which may become liens thereon prior to the lien of this mortgage, and will keep said property free and clear of any and all liens for labor or material, or any lien whatsoever that may become prior to this mortgage. If any future law is passed taxing or assessing this mortgage or the Mortgagee on account of its ownership of this mortgage, then the Mortgagee may, upon the passing of such law, declare the entire debt hereby secured due and payable.

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

SEVENTH: Together with and in addition to the monthly payments payable under the terms of the contract secured hereby, the Mortgagee may agree to pay to the Mortgagee, until the said contract is fully paid, the following:

EIGHTH: The Mortgagee will use said mortgaged premises only for lawful purposes and will not commit nor suffer strip or waste upon said premises and will not do or suffer to be done any act or thing which may in any way impair the security of this mortgage. The said premises and any and all improvements thereon shall at all times be kept in a sound state of preservation and in good repair; the character and usage of said property shall not be changed, and alterations in the said premises or additions thereto shall not be made without the written consent of the Mortgagee. If the mortgaged premises are to be used for farming, Mortgagee will maintain and cultivate the same in a good and husbandlike manner, using approved methods of preventing soil erosion thereon and preserving the fertility of the cultivated portions thereof; will keep the orchards on said land properly irrigated, cultivated, pruned, sprayed and cared for; will not remove or demolish or permit the removal or demolition of any building or buildings or fences or other improvements now or hereafter existing on said premises; will not cut or remove or permit the cutting or removal of timber from said premises, except for domestic use thereon; and will do all acts and things necessary to protect from pollution any and all surface waters, seepage waters, wells, springs and streams now or hereafter upon or used for irrigation or domestic purposes upon said premises.

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(CONTINUED ON REVERSE SIDE)

OREGON HIP-HSA Supp. Doc.
FORM 037-2848 3/83

ORIGINAL

SEVENTH: Together with and in addition to the monthly payments payable under the terms of the contract secured hereby, the Mortgagee may agree to pay to the Mortgagee, until the said contract is fully paid, the following:

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In the event of an actual or threatened destruction or removal of the improvements or property on said premises, or the breach of any other covenant in this paragraph "EIGHTH," the Mortgagee may, at its option, declare the entire debt hereby secured due and payable. All judgments, decrees and awards for injury to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned to the Mortgagee, who may apply the same to the indebtedness hereby secured in such manner as it may elect.

NINTH: Any structure being constructed on the mortgaged premises, or to be constructed, shall be completed within 12 months from the date hereof. Mortgages will perform all of the terms and conditions of Mortgages to be performed pursuant to any commitment agreement or agreement executed in connection with this mortgage. Failure of performance of any such terms or conditions shall also be a default under this mortgage. In the event of any such defaults the Mortgagee may, at its option, and in addition to any other remedies provided by law or contract, declare the entire debt hereby secured to be immediately due and payable.

TENTH: This mortgage and the obligation hereby secured may be extended or modified by the Mortgagee at any time for the payor hereunder without notice to any other person, firm or corporation and without releasing the Mortgages or any subsequent guarantor or payor from any liability hereunder or under said contract and without impairing, altering or affecting the lien of this mortgage in any way. Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the Mortgages and shall inure to the benefit of any successor in interest of the Mortgagee. And it is agreed that if any contract secured hereby be assigned and transferred by the Mortgagee to any one or more parties without the assignment of this mortgage, then the Mortgagee shall hold this mortgage in trust for the benefit of such assignee or assignees, and may sue and recover upon such contract or obligation, and foreclose such mortgage in its own name for the benefit of such assignee or assignees to the same extent as though such contract or obligation had not been assigned.

ELEVENTH: All rents, issues, income and profits derived from the mortgaged premises and property are hereby assigned to the Mortgagee as additional security. In the event of default of the Mortgages in any respect under this mortgage, the Mortgagee shall have the right to collect and retain the rents, issues, income and profits derived from the mortgaged premises and property, and said rents, issues, income and profits shall be applied by the Mortgagee, at its option, in payment of operating costs and expenses in connection with the operation and management of the mortgaged premises; in payment of customary costs and charges for collection and management, or upon any indebtedness due or which may become due upon said contract, or upon or under this mortgage. The Mortgagee shall have the right at its option to enter into and upon the mortgaged premises and take possession thereof in the event of default and to collect said rents, issues, income and profits therefrom and require any tenants or occupants of said premises to make payments to the Mortgagee of rental or of other charges arising out of the use and occupancy of said premises.

TWELFTH: If all or any part of the mortgaged premises and property is condemned, the Mortgagee may, at its election, require that all or any portion of the net proceeds of the award be applied on the indebtedness secured hereby. The "net proceeds of the award" means the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgages and the Mortgagee in connection with the condemnation. If any proceedings in condemnation are filed, Mortgages shall promptly take such steps as may be necessary to defend the action and obtain the award.

THIRTEENTH: In the event it becomes necessary in the judgment of the Mortgagee so to do, the Mortgagee, without notice and without regard to the value of the mortgaged premises or to the adequacy of the security for the debt, shall have the right to apply to any Court having jurisdiction for the appointment of a Receiver and to have appointed a Receiver to manage and control said mortgaged premises and property. In the event the Mortgagee or any Receiver enters into possession of said premises and property, any personal property owned by the Mortgages and remaining in or about said premises may be used without charge by the Mortgagee or Receiver in the operation of the premises, or may be removed by the Mortgagee or Receiver, and in no event shall the Mortgagee or Receiver be held liable or responsible in any manner for injuries, loss, destruction or damage to such property or any portion thereof.

FOURTEENTH: In the event suit or action is instituted to enforce any of the terms of this mortgage, the Mortgagee shall be entitled to recover from Mortgages such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. All reasonable expenses incurred by the Mortgagee that are necessary at any time in the Mortgagee'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 secured hereby, payable on demand and shall bear interest at the rate of 9% per year from the date of expenditure until repaid.

FIFTEENTH: Should the Mortgages be or become in default in any of the covenants or agreements contained herein, then the Mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may perform the same and all expenditures made by the Mortgagee in so doing, or under any of the covenants or agreements herein, and all such expenditures shall be repayable by the Mortgages without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part payments or advances made by the Mortgagee for any of the purposes herein referred to.

SIXTEENTH: Mortgages will not, without prior written consent of Mortgagee, transfer Mortgages' interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may impose a service charge or change the terms of the underlying indebtedness.

SEVENTEENTH: Should the debt hereby secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be void, but in case default be made in any payment, or any part, or installment thereof, or in the case the Mortgages shall fail or refuse or default in the payment of any sum which may become due under the terms hereof when and as the same become due, or shall default in the fulfillment of any of the terms hereof or the performance of any of the provisions herein required by them as and when the same are required to be performed hereby, or shall permit or suffer any default in any of the terms hereof, time being the essence hereof, then the whole of the principal sum secured hereby and the interest thereon and any and all other sums due the Mortgagee under the terms hereof shall, at the option of the Mortgagee, become immediately due and payable without notice, and this mortgage may be foreclosed, but the failure or delay of the Mortgagee to exercise such option in any one or more instances shall not be a waiver or relinquishment of the right to exercise such option.

EIGHTEENTH: The mailing address(es) of the Mortgagor (Debtor) is 5421 Maryland K-Fells Rd.

and the address of the Mortgagee (Secured Party) from which security information is obtainable is 1617 N. 15th Fairview Ave. Boise, Idaho

Subscribed the day and year first above written, Virginia E. Moore

STATE OF OREGON
County of Klamath

THIS CERTIFIES That on this 28th day of December, A.D. 19 87, before me, the

undersigned, a notary public in and for said County and State, personally appeared the within named Virginia Moore

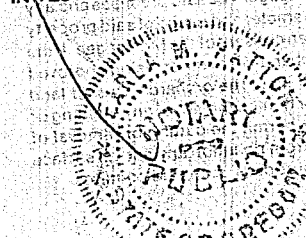
known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she

executed the same as her free act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Earl M. Gordon
Notary Public for Oregon

My commission expires August 11, 1989



use the Mortgages shall fail or refuse or
secured hereby, or that the Mortgages shall become due, or shall default in the
such option in any and or more instances shall not be a waiver or relinquishment of the right to exercise such option.

EIGHTEENTH: The mailing address (es) of the Mortgagor (Debtor) is 5421 MARYLAND K-FELLS DR
and the address of the Mortgagee (Secured Party) from which security information is obtainable is 11521 FAIRVIEW AVE
dated the day and year first above written: 1901SC IDAHO

1617

Virian E. Moore

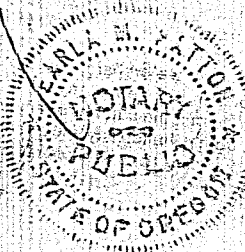
STATE OF OREGON

County of Clatsop

THIS CERTIFIES That on this 28th day of December A.D. 1987, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named Virian Moore

to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she executed the same as her free act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Earla M. Puello
Notary Public for Oregon
My commission expires August 14, 1989

NOTICE OF ASSIGNMENT

To: CEFE 4 (mortgagor)
 _____ (address) **1618**

You are hereby notified by the undersigned that all of the beneficial interest under a certain Home Improvement Retail Installment Sale Agreement (hereinafter called "contract") dated _____, 19____, to the order of _____ (mortgagee), in the amount of _____ Dollars (\$ _____), executed by you, and the mortgage dated _____, 19____, executed by you, as mortgagor, to _____ as mortgagee, recorded _____, 19____, in Book _____ of Mortgages, page _____, in the office of the _____ (county recorder) of _____ County, State of _____, securing such contract, have been assigned to the undersigned, such assignment being recorded on _____, 19____, in Book _____ of Mortgages, page _____, in the office of the _____ (county recorder) of _____ County, State of _____.

You are hereby directed to make all further payments under such contract and mortgage to the undersigned at the following mailing address:

Dated _____, 19____.

ASSIGNMENT OF MORTGAGE AND CONTRACT

For valuable consideration, receipt of which is hereby acknowledged, Pacific Builders of of 11521 Fairview (address), City of Boise, County of Ada, **CHRYSLER FIRST FINANCIAL SERVICES CORP.** State of Idaho, hereby sells, transfers, and assigns to P.D. Box 4185 (address), City of Boise, County of Ada, State of Idaho, all of his right, title, and interest in and to that certain Home Improvement Retail Installment Sale Agreement (hereinafter called "contract") dated December 21, 1987, in the face amount of seventy thousand four hundred Dollars (\$ 7470), executed by Vivian E. Moore (mortgagor), to Pacific Builders (mortgagee), together with that mortgage securing such contract, dated December 21, 1987, executed by Vivian E. Moore (mortgagor), to Pacific Builders (mortgagee), and recorded on Feb. 4, 1988 in the office of Klamath County, State of Oregon, in Book Volume M88 of Mortgages, at page 1614.
 Dated February 1, 1988

P.B.T. Builders Inc
Gayle Elaine Pres.
 By _____ Title

(ADDITIONAL INFORMATION ON REVERSE SIDE)

1619

1619

Contract No.

Mortgage

To

WHEN RECORDED PLEASE MAIL TO:

Oregon

ASSIGNMENT OF MORTGAGE AND CONTRACT

STATE OF OREGON

County of Adair

THIS CERTIFIES That on this first day of February A.D. 1988, before me

appeared Gary Eudair and both to me personally known, who being duly sworn, did say that he/she the said is the President, and he/she, the said

the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and that said Gary Eudair and acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first in this, my certificate, written.

Return: Chrysler-First P.O. Box 4185 Boise, ID 83711-4185

Notary Public in and for said County and State My Commission Expires: 7/7/90

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company of February A.D. 1988 at 10:03 o'clock A.M., and duly recorded in Vol. M88 of Mortgages on Page 1614.

FEE \$30.00

Evelyn Biehn, County Clerk By Pam Smith