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MORTGAGE - OREGON

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MTC-19836

May 26, 1988

Klamath Basin Senior Citizens Council, an Oregon non-profit corporation
2045 Arthur Street, Klamath Falls, Oregon

Mortgagor

United States National Bank of Oregon

Address

740 Main Street, Klamath Falls, Oregon 97601

Mortgagee ("Lender")

The Lender has loaned money or extended credit to mortgagor

Address

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

* (Borrower)

Note Date

Principal Balance

Date Final Payment is Due

\$40,000

June 10, 1998

The term "Indebtedness" as used in this Mortgage 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 future amounts, (except any sums owed on a Visa account incurred for a personal, family, or household purpose) together with interest, that the Lender may in its discretion loan to Borrower or Mortgagor and any number of extensions and renewals, whether or not the future advances are related to any indebtedness currently 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 permitted under this Mortgage, with interest. The interest rate, payment terms and balance due under the note(s) may be indexed, adjusted, renewed or renegotiated in accordance with the terms of the note(s) and on account of any extensions and renewals of the note(s).

To secure payment of the Indebtedness and performance of all obligations of Mortgagor under this Mortgage, Mortgagor hereby mortgages to the Lender on the terms set out below the following property, Tax Account No. 3909 003BD 00200, located in Klamath County, State of Oregon: Mortgagor's leasehold interest in all property described as: A parcel of land in

Lot A of the Subdivision of Enterprise Tract No. 24, a recorded subdivision in Klamath County being more particularly described as follows: Beginning at the Northwest corner of Lot A of the Subdivision of Enterprise Tract No. 24; thence South along the West line of Lot A 180.0 feet to the true point of beginning of this description; thence South along Lot A 195.0 feet; thence East 160.0 feet; thence North 195.0 feet; thence West 160.0 feet to the point of beginning, which has the address of 2045 Arthur Street, Klamath Falls, Oregon

Together with all appurtenances, all existing or subsequently erected or affixed improvements or fixtures, and, unless this Mortgage is being given to secure an extension of consumer credit requiring disclosures under the Federal Truth-in-Lending Act, Mortgagor also hereby grants to Lender a Uniform Commercial Code security interest in all fixtures, equipment, furnishings and other articles of personal property now or subsequently located on or used in connection with the property; all of the foregoing is collectively referred to as the Property. Mortgagor hereby assigns to Lender as additional security for the Indebtedness all present and future rents, leases, and profits from the Property.

1. Maintenance of the Property.

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

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

1.3 Mortgagor shall not demolish or remove any improvements from the Property without the written consent of Lender.

2. Completion of Construction.

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

2.1 To commence construction promptly and in any event within 30 days 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 To allow Lender to inspect the 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 construction of such improvements 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 due all claims for work done on or for services rendered or material furnished to the Property. Special assessments shall be paid currently, without deferral, unless the lien for deferred assessments is subordinate to the interest of Lender under this Mortgage, or Lender gives its prior written consent to the deferral. Mortgagor shall maintain the Property free of any liens having priority 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 in 3.2.

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.

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

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 of 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.

5. Reserves; 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 may require Mortgagor to maintain a reserve for such purposes in the same 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 insurance rather than deposit the policy as required in 4.2. 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 premium on a new, separate policy providing the required insurance coverage 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 same rate as provided 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 be 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 scheduled 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, the percentage of the payment 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 he 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: U.S. National Bank of Oregon; United States of America

acting through Farmer's Home Administration (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. Hazardous Substances.

9.1 Except as previously disclosed to Lender in writing, Mortgagor represents and warrants to Lender as follows:

9.1.1. no hazardous substances are stored, located, used or produced on the Property;

9.1.2. to the best of Mortgagor's knowledge after due and diligent inquiry no hazardous substances are stored, located, used or produced on any adjacent property nor have any hazardous substances been stored, located, used, produced, or released on the Property or any adjacent property prior to Mortgagor's ownership, possession or control of the Property.

9.2 Mortgagor will not cause nor permit any activities on the Property which directly or indirectly could result in the release of any hazardous substance onto or under the Property or any other property. Mortgagor agrees to provide written notice to Lender immediately upon Mortgagor becoming aware that the Property or any adjacent property is being or has been subject to a release of any hazardous substance.

9.3 Lender and its representatives may enter the Property at any time for the purpose of conducting an environmental audit, committing only such injury to the Property as may be necessary to conduct the environmental audit. Lender shall not be required to remedy any such injury or compensate Mortgagor therefor. Mortgagor shall cooperate in all respects in the performance of the audit. Mortgagor shall pay the costs of any environmental audit if either a default exists under this Mortgage at the time Lender arranges to have the audit performed or the audit reveals a default pertaining to hazardous substances. If Mortgagor refuses to permit Lender or its representatives to conduct an environmental audit on the Property, Lender may specifically enforce performance of this provision.

9.4 Mortgagor will indemnify and hold Lender harmless from and against any and all claims, demands, damages, clean-up and other costs, expenses, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings (including attorneys' fees) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant or agreement concerning hazardous substances contained herein or in any other document executed by Mortgagor in connection with the loan evidenced by the note(s); (ii) any release onto or under the Property or other property of any hazardous substance which occurs as a direct or indirect result of the acts or omissions of Mortgagor, its directors, officers, employees, agents, and independent contractors; and (iii) any release onto or under the Property of any hazardous substance which occurs during Mortgagor's ownership, possession, or control of the Property.

9.5 If Lender shall at any time, through the exercise of any of its remedies under this Mortgage, or by taking a deed in lieu of foreclosure, hold title to or own the Property in Lender's own right, Lender may, at its option, convey the Property to Mortgagor. Mortgagor covenants and agrees that it shall accept delivery of any instrument of conveyance and resume ownership of the Property in the event Lender exercises its option hereunder to convey the Property to Mortgagor. Lender, at Lender's sole discretion, shall have the right to record any instrument conveying the Property to Mortgagor and such recordation shall be deemed acceptance of the instrument and conveyance by Mortgagor.

9.6 All Mortgagor's representations, warranties, covenants and agreements contained herein regarding hazardous substances, including but not limited to Mortgagor's agreement to accept conveyance of the Property from Lender and resume ownership of the Property following either foreclosure of this Mortgage or acceptance by Lender of a deed in lieu of foreclosure.

9.7 For purposes of this Mortgage, the term "hazardous substances" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or a hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Mortgage or however long Mortgagor remains in possession, custody, or control of the Property following either foreclosure of this Mortgage or acceptance by Lender of a deed in

lieu of foreclosure.

10. Condemnation.

10.1 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.

10.2 If any proceeding in condemnation is 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.

11. Imposition of Tax by State.

11.1 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.

11.2 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.

12. 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 use any default remedies 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 previously exercised Lender's rights under this or any other Due-On-Sale provision.

13. Security Agreement; Financing Statements.

13.1 In addition to its status as a Mortgage this instrument shall also constitute a security agreement with respect to any personal property and fixtures included within the description of the Property. It shall also be effective as a financing statement filed as a fixture filing from the date of its recording and shall remain effective as a fixture filing until it is released or satisfied of record. If Mortgagor does not have an interest of record in the real property the name of the record owner is Klamath County, A Political Subdivision of the State of Oregon

For the purpose of this instrument being effective as a financing statement, Mortgagor is the "debtor" and Lender is the "secured party".

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

14. Default.

The following shall constitute events of default:

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

14.2 Mortgagor fails 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.

14.3 Mortgagor breaches any representations or warranties contained in this Mortgage.

14.4 Mortgagor breaches any covenant or agreement contained in this Mortgage regarding hazardous substances.

14.5 Mortgagor fails to perform any other covenant or agreement contained in this Mortgage within 20 days after receipt of written notice from Lender specifying the failure.

14.6 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.

14.7 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.

14.8 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 over any portion of the Property or all or a substantial part of Mortgagor's or Borrower's assets.

14.9 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 party or through which Mortgagor's interest in the Property is derived.

15. 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.

16. Rights and Remedies on Default.

16.1 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 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 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 receiver may serve without bond if permitted by law. The Lender's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount.

(f) The right to obtain a deficiency judgment in the event the net sale proceeds of any foreclosure sale are insufficient to pay the entire unpaid Indebtedness.

(g) Any other right or remedy provided in this Mortgage, the promissory notes evidencing the Indebtedness, any construction loan agreement, any other security document, or under the law.

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

16.3 The Lender shall give Mortgagor reasonable notice of the time and place of any public sale of any personal property 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 at least ten days before the time of the sale or disposition.

16.4 A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by the Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Mortgagor under this Mortgage after failure of Mortgagor to perform shall not affect the Lender's right to declare a default and exercise its remedies under this paragraph 16.

16.5 In the event suit or action is instituted to enforce any of the terms of this Mortgage the Lender shall be entitled to recover from Mortgagor such sum as the court may adjudge reasonable as attorney's fees at trial and on 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.

17. 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.

18. Succession; Terms.

18.1 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.

18.2 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.

18.3 Attorneys' fees. "Attorneys' fees," as that term is used in the note and in this Mortgage, shall include attorneys' fees, if any, which may be awarded by an appellate court.

Shirley Willits - President
Grace L. Hicks - Secretary

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON)
County of _____) ss. _____ 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 ACKNOWLEDGEMENT

STATE OF OREGON)
County of Klamath) ss. May 26 19 88
Personally appeared Shirley Willits and Grace L. Hicks who, being sworn, stated that she, the said Shirley Willits is a President and she, the said Grace L. Hicks is a Secretary of Mortgagor corporation and that the seal affixed hereto is its seal and that this Mortgage was voluntarily signed and sealed in behalf of the corporation by Authority of its Board of Directors.

Before me:

John L. Benson
Notary Public for Oregon
My commission expires: 03-02-90

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OREGON)
County of _____) ss. _____
THIS CERTIFIES that on this _____ day of _____ 19 ____ personally appeared before me, the undersigned, a Notary Public in and for said County known to me to be the person _____ named in and who executed the foregoing instrument and who _____ known to me to be _____ member _____ of the partnership of _____ acknowledged to me that _____ he executed said instrument freely and voluntarily for the purposes and use therein mentioned, on behalf of said partnership.
IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Before me:

Notary Public for Oregon
My commission expires: _____

Mortgage

Klamath Basin Senior
Citizens Council Mortgagor

TO

United States National Bank

or Oregon Mortgagee

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for
the record on the 1st

day of June 19 88

at 1:23 o'clock P.M. and recorded
in Book M88 on page 8521 Record
of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Blehm County Clerk
County Clerk (Recorded)

By Georgia M. Cosby
Fee: \$23.00 Deputy

AFTER RECORDING RETURN TO:

U.S. National Bank Lender
Klamath Falls Branch
P.O. Box 789 Address
Klamath Falls Oregon
for the attention of:

Department