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THIS MORTGAGE, Made this 5TH day of JANUARY, 1989, by GARRET DEAN HILYARD, AN ESTATE IN FEE SIMPLE, AS TO AN UNDIVIDED 1/2 INTEREST, AND GARRET DEAN HILYARD AND BETTY JEAN HILYARD, AN ESTATE IN FEE hereinafter called Mortgagor, XX SIMPLE AS TO AN UNDIVIDED 1/2 INTEREST TO SOUTH VALLEY STATE BANK

WITNESSETH, That said mortgagor, in consideration of \*\*ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100'S\*\* Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in KLAMATH County, State of Oregon, bounded and described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" BY THIS REFERENCE MADE A PART HERETO.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

To Have and to Hold the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a certain promissory note, described as follows:

NOTE DATED JANUARY 5, 1989 IN THE AMOUNT OF \$135,000.00 IN THE NAMES OF GARRET DEAN HILYARD, JEAN G. HILYARD AND STEVEN L. HILYARD WITH MATURITY OF JANUARY 2, 1990. OUR NOTE NUMBER 203480

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: JANUARY 2, 1990 WITH RIGHTS TO FUTURE ADVANCES, RENEWALS AND EXTENSIONS.

The mortgagor warrants that the proceeds of the loan represented by the above described note, and this mortgage are:

XX

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of \$ FULL AMOUNT

In a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and on this mortgage at once due and payable, time being of the essence with respect to such payment and/or performance, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges of any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to and become a part of the debt secured by this mortgage. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee.

In the event of any suit or action being instituted to foreclose this mortgage, the losing party in such suit or action agrees to pay all reasonable costs incurred by the prevailing party therein for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as the prevailing party's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal, all such sums to be included in the court's decree. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively. In case suit or action is commenced to foreclose this mortgage, the court may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, first deducting all proper charges and expenses attending the execution of said trust, as the court may direct in its judgment or decree.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose use S-N Form No. 1319, or equivalent.

STATE OF OREGON,

SS:

County of KLAMATH

This instrument was acknowledged before me on

January 19, 1989,

by Garret Dean Hilyard and Betty Jean Hilyard

(SEAL)

Notary Public for Oregon

My commission expires

6-42-92

## MORTGAGE

GARRET DEAN HILYARD

BETTY JEAN HILYARD

TO

SOUTH VALLEY STATE BANK

No.

AFTER RECORDING RETURN TO  
SOUTH VALLEY STATE BANK  
5215 SOUTH 6TH STREET  
KLAMATH FALLS, OR 97603

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

STATE OF OREGON,

County of } SS.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Mortgage of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

## EXHIBIT "A" GARRET DEAN HILYARD AND BETTY JEAN HILYARD

Beginning at a point where the North line of a U.S. Bureau of Reclamation canal intersects the East Line of the Klamath Falls-Merrill Highway and from said point the Southwest Corner of said NW $\frac{1}{4}$  bears S. 06°37'03" W. 286.70 feet; thence N. 00°36'45" E. on said East Line, 870.60 feet; thence N. 86°42'52" E., 158.29 feet; thence N. 88°59'57" E., 194.71 feet to the West Line of the A-7-N Canal; thence southerly on said West Line the following courses and distances: S. 13°43' W., 22.24 feet; thence on a 522.00 foot radius curve to the left, 148.81 feet; thence S. 02°37' E, 146.90 feet; thence on a 210.50 foot radius curve to the right, 118.18 feet; thence S. 29°33' W., 324.35 feet; thence on a 450.20 foot radius curve to the left, 147.98 feet; thence S. 10°43' W., 34.43 feet to the intersection of the West line of said A-7-N Canal with the North Line of first mentioned U.S. Bureau of Reclamation Canal; thence N. 89°37'22" W. on said North line 104.86 feet to the Point of Beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of South Valley State Bank the 7th day  
 of Feb. A.D., 1989 at 9:56 o'clock A.M., and duly recorded in Vol. M89,  
 of Mortgages on Page 2365.  
 Evelyn Biehn, County Clerk

FEE \$13.00

By Danene M. McDaniel