

THIS MORTGAGE, Made this 25th day of July, 1989,
by CHARLES W. HOUSTON AND JEANNETTE J. HOUSTON, HUSBAND AND WIFE
to SOUTH VALLEY STATE BANK hereinafter called Mortgagor,

WITNESSETH, That said mortgagor, in consideration of -----FIFTEEN THOUSAND AND NO/100-----
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 prop-
erty 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:

A PROMISSORY NOTE DATED JULY 21, 1989 IN THE AMOUNT OF \$15,000.00 TO CHARLES W HOUSTON
AND JEANNETTE J HOUSTON MATURING SEPTEMBER 10, 1989.

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:
SEPTEMBER 10, 1989 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS.

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

(a) 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 \$_____ 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, encumbrances or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so
made shall be included in 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 the mortgagee for breach of covenant. 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, administra-
tors 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 dis-
closures; for this purpose use S-N Form No. 1319, or equivalent.

CHARLES W HOUSTON

JEANNETTE J HOUSTON

STATE OF OREGON,

County of KLAMATH

SS:

This instrument was acknowledged before me on

July 19, 1989,

by CHARLES W. HOUSTON AND JEANNETTE J HOUSTON

(SEAL)

Notary Public for Oregon

My commission expires

3-22-93

MORTGAGE

CHARLES W HOUSTON

JEANNETTE J HOUSTON

TO

SOUTH VALLEY STATE BANK

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

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

STATE OF OREGON,

County of _____ } SS.

I certify that the within instru-
ment 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

THIS MORTGAGE Made this 20th day of JULY 1989 by CHARLES N HOUSTON and JEANNETTE J HOUSTON HUSBAND AND WIFE to SOUTH VALLEY STATE BANK

WITNESSETH that said mortgagors in consideration of Dollars to him paid by said mortgagee, those hereby grant, bargain, sell and convey unto said mortgagee and assigns, their certain real prop- erty situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

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

- PARCEL 1:**
E1/2 SW1/4 and the W1/2 SE1/4 of Section 23, Township 35 South, Range 12 East of the Willamette Meridian, County of Klamath, State of Oregon.
- PARCEL 2:**
NE1/4 NW1/4 of Section 26, Township 35 South, Range 12 East of the Willamette Meridian, County of Klamath, State of Oregon.

THE STATE OF OREGON, COUNTY OF KLAMATH: ss. Evelyn Biehn, County Clerk By Claudia Mullendore

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Aspen Title Co. the 20th day of July A.D., 19 89 at 11:16 o'clock A.M., and duly recorded in Vol. M89 of Mortgages on Page 13215
FEE \$13.00

JEANNETTE J HOUSTON
Charles N. Houston and Jeannette J. Houston
My commission expires 3-22-93
Notary Public for Oregon

STATE OF OREGON County of I certify that the within instru- ment was received for record on the day of at o'clock A.M. and recorded in book <u>100</u> volume <u>10</u> page <u>13215</u> of said County. Record of Mortgage of said County. Witness my hand and seal of County, this day of 1989 By <u>Deputy</u>	RECEIVED CLERK OF COUNTY JUL 20 1989 Klamath Falls, OR 97603 SOUTH VALLEY STATE BANK 3215 2 8th St Klamath Falls, OR 97603 AFTER RECORDING RETURN TO SOUTH VALLEY STATE BANK
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