

THIS MORTGAGE, Made this 12TH day of JUNE, 1990, by ROBERT F. TROTMAN AND JOAN E. TROTMAN, AS TENANTS BY THE ENTIRETY AND LONNY E. BAILEY AND NANCY L. BAILEY, AS TENANTS BY THE ENTIRETY, ALL AS TENANTS IN COMMON, hereinafter called Mortgagor, to SOUTH VALLEY STATE BANK hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TWO HUNDRED FORTY THOUSAND AND NO/100 (\$240,000.00) 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 D BY THIS REFERENCE MADE A PART HEREOF.

(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:  
PROMISSORY NOTE DATED JUNE 12, 1990 FOR \$240,000.00 TO LONNY E. BAILEY AND NANCY L. BAILEY  
MATURING MARCH 1, 1991.

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: MARCH 1, 1991 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 (b) for a natural person, as 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, and 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 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; if said mortgagee shall have the option to declare the whole amount unpaid on said note and on this mortgage at any time thereafter. And if the mortgagor shall fail to pay any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and on this mortgage 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 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 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, 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 applied 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,

County of Klamath

This instrument was acknowledged before me on June 22, 1990, by Robert F. Trotman, Joan E. Trotman, Lonny E. Bailey and Nancy L. Bailey

(SEAL)

Notary Public for Oregon

My commission expires 10/11/93

## MORTGAGE

TROTMAN/BAILEY

TO

SOUTH VALLEY STATE BANK

No

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK  
801 MAIN STREET  
KLAMATH FALLS, OR 97601

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

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1990, 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 D

A tract of land situated in the SE1/4 of Section 34, Township 40 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the Easterly right of way line of State Highway 39 from which the South quarter corner of Section 34 bears South 09 degrees 14' 10" West 2092.91 feet; thence South 89 degrees 45' 16" East, along an existing fence, 1261.58 feet; thence South 00 degrees 14' 44" West 213.00 feet; thence North 89 degrees 45' 16" West 1036.37 feet to the Easterly right of way line of said highway; thence North 46 degrees 21' 00" West 309.98 feet to the point of beginning.

Tax Account No.: 4010 03400 01000

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

S. Valley State Bank  
on this 27th day of June A.D., 19 90  
at 11:19 o'clock A M. and duly recorded  
in Vol. M90 of Mortgages Page 12586  
Evelyn Biehn County Clerk  
By Pauline Mulendore  
Deputy.

Fee, \$13.00

*LEB 6/22/90*  
*Net 6-22-90*  
*RFT 6-22-90*  
*J.T. - 6/22/90*