

WITNESSETH, That GEORGE T. FORTIN and PATTY A. FORTIN, Mortgagors, in consideration of Fifty Thousand and No/100ths Dollars (\$50,000.00), to mortgagor paid, does hereby grant, bargain, sell and convey unto INTERNATIONAL FIDELITY INSURANCE COMPANY, Mortgagee, the following described premises situated in Klamath County, State of Oregon, to-wit:

Tracts 25 and 26 of Bailey Tracts, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Subject, however, to the following:

1. Liens and assessments of Klamath Project and Enterprise Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
2. Any unpaid charges or assessments of the Enterprise Irrigation District.
3. Rules, regulations and assessments of South Suburban Sanitary District.
4. Trust Deed, including the terms and provisions thereof, executed by George T. Fortin and Patty A. Fortin, husband and wife, as grantors, to William L. Sisemore, as trustee, for Klamath First Federal Savings and Loan Association, as beneficiary, dated September 13, 1977, recorded September 15, 1977, in Volume M77, page 17229, Mortgage Records of Klamath County, Oregon, to secure the payment of \$23,400.00.

By Assignment of Mortgages or Deeds of Trust, dated September 28, 1981, recorded September 28, 1981, in Volume M81, page 17273, Klamath First Federal Savings and Loan Association.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining and to have and to hold the same with the appurtenances, unto the said Mortgagee, Mortgagee's heirs and assigns forever.

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This Mortgage is intended to secure the payment of a promissory note of which the following is a substantial duplicate:

\$50,000.00	Klamath Falls, Oregon	September 13, 19 90
ON DEMAND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of.....		
International Fidelity Insurance Company		
at 916 S. Andrews Ave., Ft. Lauderdale, Florida 33316		
Fifty thousand and no/100-----		DOLLARS,
with interest thereon at the rate of 0 percent per annum from n/a until paid; interest to be paid n/a		
All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.		
<div style="display: flex; justify-content: space-between;"> <div style="font-size: 2em; font-weight: bold;">COPY</div> <div> + George I. Fortin GEORGE I. FORTIN + Patty A. Fortin PATTY A. FORTIN </div> </div>		

FORM No. 846—DEMAND NOTE.

Stevens-Ness Law Publishing Co., Portland, Ore.

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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: ON DEMAND.

The Mortgagors warrant that the proceeds of the loan represented by the above-described note and this Mortgage are primarily for Mortgagors' personal, family, or household purposes.

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said Mortgagees or assigns may foreclose the mortgage and sell the premises above described with each and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said

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note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said Mortgagors, Mortgagors' heirs or assigns.

DATED this 13 day of September, 1990.

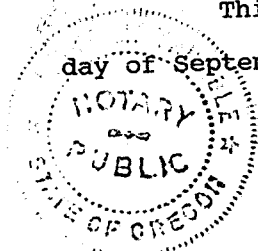
George T. Fortin
GEORGE T. FORTIN, Mortgagor

Patty A. Fortin
PATTY A. FORTIN, Mortgagor

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on this 13

day of September, 1990.



Maureen J. Jumble
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-20-91

MORTGAGE
GEORGE T. FORTIN and
PATTY A. FORTIN
TO
INTERNATIONAL FIDELITY
INSURANCE COMPANY

After Recording Return To:

BLAIR M. HENDERSON
Henderson, Molatore & Klein
Attorneys at Law
426 Main Street
Klamath Falls, OR 97601

INDEMNITY AGREEMENT

18473

WHEREAS, International Fidelity Insurance Company, hereinafter called the "Surety" and Brandy Bail Bonds, Inc., hereinafter called the "Surety Agent", at the request of the undersigned, and upon security hereof, have or is about to become surety on an appearance bond for Paul Fortin Power Number(s) IJ-7627 in the sum of Fifty Thousand Dollars (\$50,000.00), by its certain bond or undertaking, a copy of which is attached hereto and made a part hereof:

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof, by each of us is hereby acknowledged, the undersigned do(es) hereby undertake, agree and bind themselves, their legal representatives, successors, and assigns, as follows:

1. That the undersigned will have the aforesaid Defendant forthcoming before the above court named in said bond, attached, hereto, at the time herein fixed, and from day to day and term to term thereafter, as may be ordered by said court.
2. That the undersigned will at all times indemnify and save the said SURETY and SURETY AGENT harmless from and against every and all claims, demands, liability, cost, charge, counsel fee, expense, suit, order, judgment or adjudication, whatsoever which the said Surety or SURETY AGENT shall or may for any cause, at any time, sustain or incur, by reason or in consequence of the said SURETY or SURETY AGENT having executed said bond or undertaking and will upon demand place the said SURETY or SURETY AGENT funds to meet every claim, demand, liability, costs, charge, counsel fee, expense, suit, order, judgement, or adjudication against it, by reason of such Suretyship, and before it shall be required to pay same.
3. That the voucher or other evidence of any payment made by the said SURETY or SURETY AGENT, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the property thereof, and as to the extent of the liability thereof to said SURETY.
4. That the said SURETY or SURETY AGENT may withdraw from its Suretyship upon said bond or undertaking at any time that they see fit, as provided by law.
5. That this agreement shall not be returned by said SURETY at the time it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained as security for any liability that may at anytime thereafter occur.
6. The undersigned guarantees the payment of every premium on the bond(s) for the above-mentioned Defendant, promptly when due without first requiring the SURETY or SURETY AGENT to proceed against the principal. Initials
7. If any sum referred to herein remains unpaid, ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The SURETY or SURETY AGENT may then foreclose this agreement, not withstanding any exemptions which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.
8. Any default of any mortgage on any property pledged as collateral on this bond shall permit the SURETY or SURETY AGENT to surrender the defendant without the return of premium.
9. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.

IN WITNESS WHEREOF, the undersigned have duly executed these presents this 24th day of August, 1990.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:
WITNESS:

.....
Mark L.

.....
George T. Fortin (L.S.)

.....
Mark S. ...

.....
Patty A. Fortin (L.S.)

STATE OF FLORIDA

) SS:

COUNTY OF BROWARD

ON THIS 24 day of AUGUST, 1990, before me personally appeared George T. Fortin Patty A. Fortin to me known to be the person(s) described herein and who, executed the foregoing instrument and he thereupon executed the same.

.....
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: JUNE 24, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

MORTGAGE AGREEMENT

18474

At the request of *George T. Fortin, Patty A. Fortin*----- (the undersigned)
and upon the security hereof, *International Fidelity Insurance Company*----- (Surety)

has arranged, executed or continued an appearance bond,
numbered *IJ-7627, IK-21141*, dated *8-27-90*,
for *Paul Fortin*----- (Principal).
Said bond is in the sum of

Fifty Thousand (\$50,000.00) Dollars
and is posted in the *Circuit Court of Broward*.

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally, if more than one) absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representatives, successors, heirs and assigns as follows:

1. The undersigned shall have the Principal forthcoming before the Court named in said bond, or in the event of a bindover, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term thereafter, as may be ordered by such Court.
2. The undersigned shall at all times indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of said bond and every bond executed in substitution for said bond, with or without the consent of the undersigned. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgements, court costs, sheriff's fees, attorney fees and appellate attorney fees, suit orders and adjudications, recording and filing fees, reward offerings, investigative expenses reasonably incurred in the attempt to locate Principal, and incidental expenses incurred in Principal's apprehension and return to proper custody. The undersigned shall place the Surety funds to meet every such loss, cost and expense before the Surety is required to pay the same.
3. The undersigned guarantee the payment of every premium on the bonds described above promptly when due without first requiring the Surety to proceed against the Principal. Initials.....
4. To secure the payment and performance of every obligation described herein, the undersigned hereby grant, convey and mortgage to the Surety, all of the following described real property:

*Tract 25 and 26 of BAILEY TRACTS, according to the plat thereof,
as recorded in the public records of Klamath County, Oregon.*

****Payment due upon demand in the event of forfeiture on the above referenced bond(s).****

5. The undersigned fully warrant fee simple title to said property, shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all persons. The undersigned shall insure said property in form and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.
6. If any sum referred to herein remains unpaid ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.
7. The undersigned waive all notices and demands and shall pay all costs of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The Surety may discuss any default with the present or future employers of any of the undersigned.
8. The term "Surety" shall include the Surety above named and every Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements or applicable law.

9. The acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default. If any provision of this agreement is void or unenforceable under law, this agreement shall not be void but shall be construed and enforced as though such provision was omitted. The singular form used herein shall include the plural form, where applicable, and vice versa.

10. The Surety is authorized to secure an investigative consumer report and information from any credit reporting agency or other source pertaining to the undersigned's character and/or financial condition whether the undersigned be in default or not. Every person, firm and corporation furnishing the Surety with such information in good faith is hereby released from all damages and liability.

11. Any default of any mortgage on any property pledged as collateral on this bond shall permit the Surety to surrender the Principal without return of premium.

SIGNED, SEALED AND DELIVERED at Ft Lauderdale, FLORIDA,
this 24 day of AUGUST A.D., 1990.

.....
Mark L.

.....
George T. Fortin (L.S.)
George T. Fortin

.....
Patty A. Fortin

.....
Patty A. Fortin (L.S.)
Patty A. Fortin

STATE OF FLORIDA, COUNTY OF BROWARD

On this 24 day of AUGUST A.D., 1990, before me personally appeared George T. Fortin, Patty A. Fortin
to me known to be the person(s) described herein and who executed the foregoing instrument and he thereupon executed the same.

Prepared By:
Brandy Bail Bond Inc.
916 South Andrews Avenue
Ft Lauderdale, Fl.

.....
Signature of Notary Public and Official Seal
My Commission Expires
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JUNE 24, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument depends upon the happening of a contingency before an obligation to pay is created.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Blair Henderson, Attorney the 14th day
of Sept. A.D., 1990 at 11:16 o'clock AM., and duly recorded in Vol. M90
of Mortgages on Page 18470

FEE \$33.00
cc 3.50

Evelyn Biehn - County Clerk
By Pauline Mulinsore