

ON **20779** *THIS MORTGAGE, Made this* 14TH *day of*  
by **RICHARD J MAURO AND ALTA G MAURO, HUSBAND AND WIFE**

by RICHARD J MAURO AND ALIA G MAURO, HUSBAND AND WIFE hereinafter called Mortgagor,  
to SOUTH VALLEY STATE BANK hereinafter called Mortgagee.

to SOUTH VALLEY STATE BANK hereinafter called Mortgagee,  
 WITNESSETH, That said mortgagor, in consideration of -----TWELVE THOUSAND AND NO/100-----  
----- Dollars, to mortgagor paid by said mortgagee, does hereby grant,  
 bargain, sell and convey unto said mortgagee, mortgagee's heirs, executors, administrators and assigns, that certain  
 real property situated in KLAMATH County, State of Oregon, bounded and described as follows, to-wit:

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

(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.

And the said premises with the appurtenances unto the said mortgagee, mortgagee's heirs, executors, administrators

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

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

LOAN NO. 301207 DATED SEPTEMBER 14, 1990 TO RICHARD J AND ALTA G MAURO IN THE AMOUNT OF \$12,000.00 MATURING SEPTEMBER 1, 1993

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 1, 1993** 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:

The mortgage warrants that the proceeds of the loan are for the family or household purposes (see Important Notice below).  
 (c) The primary obligor for this loan is JOHN K. KOSKOWSKI, who is the owner of the property. The mortgage is a first mortgage.  
 and said mortgage covenants to and with the mortgagee, mortgagee's heirs, executors, administrators and assigns, that mortgagee 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 mortgagor will pay said note, principal and interest according to the terms thereof; that while any part of said note remains unpaid mortgagor 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 mortgagor 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 mortgagor 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 T-81 1111 in a company or companies acceptable to the mortgagee, and will

[illegible]

to pay any sum or sums due to the mortgagee for breach of covenant; and the mortgagor agrees to pay any sum or sums so paid by the mortgagee. In the event of any sum or sums so paid by the mortgagee, the losing party in such suit or action agrees to pay all reasonable costs incurred by the prevailing party in such suit or action, and such further sum as the trial court may award.

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 in such suit or action, and such further sum as the trial court may award. In the event of an appeal 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 of the parties to this mortgage, and the agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and 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, and the court may direct in its judgment or decree, the first deducting all proper charges and expenses attending the execution of said decree, the balance of said proceeds to be paid to the mortgagee.

In construing this mortgage, it is understood that the mortgagee or mortgagees may be more than one person; that if the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this mortgage shall 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 San Mateo

This instrument was acknowledged before me on

by Richard J. Maus & Alta S. Maus

**Notary Public for Oregon**

My commission expires 12-13-91

STATE OF OREGON,

County of \_\_\_\_\_

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. \_\_\_\_\_.

Witness my hand and seal of  
County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy \_\_\_\_\_

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

**PUBLIC MORTGAGE**

RICHARD AND ALTA MAURO

TO

**SOUTH VALLEY STATE BANK**

AFTER RECORDING RETURN TO  
SOUTH VALLEY STATE BANK  
801 MAIN STREET  
KLAMATH FALLS OR 97601

## Non



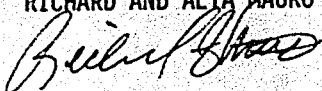
19613

## EXHIBIT "A"

A PARCEL OF LAND SITUATED IN THE SW $\frac{1}{4}$  NW $\frac{1}{4}$  OF SECTION 5, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A  $\frac{1}{4}$  INCH IRON PIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF LINDLEY WAY, A COUNTY ROAD, WITH THE WEST LINE OF SAID SECTION 5, THENCE NORTH 00°06' EAST ALONG SAID WEST SECTION LINE, 187.00 FEET TO A  $\frac{1}{4}$  INCH IRON PIN; THENCE NORTH 89°55' EAST, 280.00 FEET, THENCE NORTH 00°06' EAST 62.69 FEET TO A  $\frac{1}{4}$  INCH IRON PIN; THENCE NORTH 89°44' EAST 117.66 FEET TO A  $\frac{1}{4}$  INCH IRON PIN; THENCE SOUTH 00°06' EAST, 249.69 FEET TO A  $\frac{1}{4}$  INCH IRON PIN ON SAID NORTHERLY RIGHT OF WAY LINE OF LINDLEY WAY; THENCE SOUTH 89°55' WEST ALONG SAID RIGHT OF WAY LINE, 397.66 FEET TO THE POINT OF BEGINNING.

RICHARD AND ALTA MAURO



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_  
of \_\_\_\_\_ Sept. \_\_\_\_\_ A.D., 19 90 at 11:38 o'clock \_\_\_\_\_ A.M., and duly recorded in Vol. M90  
of \_\_\_\_\_ Mortgages on Page 19612

FEE \$13.00

Evelyn Biehn County Clerk

By Queline M. Henderson