

26430

MORTGAGE

DATE: January 30, 1991

PARTIES: Jack Palmer Baggelaar & Jeanie M. Baggelaar
819 S. 177th Place
Seattle, Wash. 98148

MORTGAGOR

Shasta Cascade Factor, Inc.
an Oregon Corporation
409 Pine Street
Klamath Falls, Or 97601

MORTGAGEE

91 FEB 23 PM 3 52

SECTION 1. CONVEYANCE

For value received Mortgagor from Mortgagee, Mortgagor hereby mortgages, grants, bargains, sells and conveys to Mortgagee, its successors and assigns, the following-described real property, situated in the County of Klamath, State of Oregon, to-wit:

See attached Exhibit "A" for property description

together with the appurtenances now or hereafter belonging to the property, and all the rents, issues and profits arising or to arise therefrom. All property subject to this Mortgage is hereinafter referred to as the mortgaged premises. Until default, Mortgagor may remain in possession of the mortgaged premises and may manage and collect all rents and revenues from the mortgaged premises.

SECTION 2. PURPOSE

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein and contained, and to secure payment of a promissory note dated January 30, 1991, in the principle sum of \$11,000.00, payable to mortgagee, plus any and all renewals, modifications, substitutions and extensions thereof. All covenants and provisions of this Mortgage shall bind the successors and assigns of Mortgagor and shall inure to the benefit of the successors and assigns of Mortgagee.

SECTION 3. WARRANTY OF TITLE

At the time of execution and delivery of this Mortgage, Mortgagor is the owner of the mortgaged premises in fee simple, Mortgagor has the right and authority to mortgage

the mortgaged premises as provided in this Mortgage, and the mortgaged premises are free and clear of liens and encumbrances, except those of record and apparent from the land. Mortgagor will defend Mortgagee's

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right against any liens and encumbrances other than those listed in this Mortgage.

SECTION 4. PAYMENT AND PERFORMANCE

Mortgagor will pay, when due, the indebtedness secured by this Mortgage in accordance with the terms thereof. Mortgagor will strictly perform all obligations of this Mortgage and of any agreement or security agreement executed in connection with the indebtedness secured by this Mortgage. Mortgagor will promptly comply with all existing or future laws, orders and regulations of all state, federal, municipal and local governments or any similar bodies affecting the mortgaged premises or their use.

SECTION 5. CHARGES AGAINST MORTGAGED PREMISES

5.1 Taxes and Utilities.

Mortgagor will pay when due all taxes, assessments, water and other charges for utility services that may be levied, assessed or charged upon or against the mortgaged premises, or any part thereof. Upon request, Mortgagor shall deliver to Mortgagee evidence of payment of the taxes, assessments or other charges.

5.2 Liens and Encumbrances. Mortgagor will promptly pay and satisfy any construction liens or other encumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises, whether or not superior to the lien of this Mortgage. Mortgagor may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Mortgagee's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Mortgagor shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien, or deposit with Mortgagee cash or a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

5.3 Insurance and Other Charges. Mortgagor will pay when due all premiums upon insurance policies on

the mortgaged property, all licenses or fees legally owing by it and all rental or other charges for the use of any leased ground or premises upon which any of the mortgaged premises may be located. 5.4 Failure to Pay. In case of default in payment of any charges Mortgagor is required to pay pursuant to this Mortgage, Mortgagee, its successors and assigns, may at its option pay any insurance premiums, or reinsure the mortgaged premises and pay all premium therefor; and pay licenses, fees, rentals, charges, taxes and/or assessments due or claimed to be due under any legislative power of authority or under any valid contract; and any amounts so paid by Mortgagee shall become part of the principal debt; and amounts so paid by Mortgagee shall bear interest at the rate of 13% from the date of payment.

5.5 Reserve for Insurance and Taxes. In the event Mortgagor fails to pay when due any taxes or insurance premiums, Mortgagor agrees to pay Mortgagee, in addition to the past due taxes or insurance premiums, with and in addition to the monthly payments of principal and interest on any indebtedness, one-twelfth (1/12th) of the annual taxes and insurance premiums as reasonably estimated by Mortgagee.

The reserve payments shall be held by Mortgagee in a separate account, to pay the taxes and insurance premiums when they become due and payable, and Mortgagee shall not be obliged to pay Mortgagor interest or other earnings which may be derived from Mortgagee's use of the funds in the reserve account.

If at any time, mortgagee determines that the funds in the reserve account will not be sufficient to pay taxes or insurance premiums when due, Mortgagor agrees to pay Mortgagee, on demand, an additional monthly payment equal to a prorata portion of the deficiency corresponding to the number of months from the date of Mortgagee's determination of the deficiency to the date upon which the charges become due and payable. Mortgagor hereby authorizes Mortgagee to pay the taxes and insurance premiums in the amount shown by the statements thereof furnished by the collector of the taxes or insurance carriers or

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their representatives.

SECTION 6. CONDITION OF MORTGAGED PREMISES

6.1 Repairs and Maintenance.

Mortgagor will keep all improvements erected on the mortgaged premises in good order and repair.

6.2 First-Class Condition.

Mortgagor will maintain the mortgaged premises in first-class condition.

6.3 Waste.

Mortgagor will not permit waste of the mortgaged premises or do or suffer anything to be done to depreciate or impair the value of the mortgaged premises during the life of this Mortgage.

6.4 Changes and Alterations.

Mortgagor will not make any changes in or alterations to the improvements on the mortgaged premises which will materially decrease the value of the same. Before making any changes in or alterations to the improvements, Mortgagor shall give notice to Mortgagee of the nature and extent of the changes or alterations and shall provide evidence of Mortgagor's ability to finance the changes or alterations.

6.5 Removal of Improvements Prohibited.

Mortgagor will not remove or permit to be removed any improvements from the mortgaged premises, without the prior written consent of Mortgagee.

6.6 Right of Inspection.

Mortgagee shall have the right to enter upon the mortgaged premises at all reasonable times to determine Mortgagor's compliance with this Mortgage.

SECTION 7. INSURANCE

7.1 Insurance Required. Mortgagor will keep the building improvements now erected, or which may hereafter be erected, on the mortgaged premises insured against loss or damage by fire with extended coverage endorsement, written by a responsible insurance company or insurance companies satisfactory to Mortgagee in an amount satisfactory to Mortgagee, naming Mortgagor and Mortgagee insured parties as their interests may appear, and will cause to be executed and attached to all policies of insurance issued thereon a clause in form satisfactory to Mortgagee, making loss payable to Mortgagee as its interest may appear.

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The policy or policies of insurance shall be delivered to Mortgagee and shall contain a provision requiring at least ten (10) days' notice to Mortgagee before cancellation. Mortgagor agrees to notify Mortgagee of any casualty affecting the mortgaged premises.

7.2 Disposition of Insurance Proceeds. Any insurance funds paid to Mortgagee as a result of damage or loss to the mortgaged premises covered may, at the option of Mortgagee, be released to Mortgagor to be expended in the repair, restoration or replacement of the mortgaged premises so damaged or lost, or be retained by Mortgagee and be applied toward the payment of all or such of the items indebtedness secured as Mortgagee may elect. Mortgagor hereby appoints Mortgagee agent to collect all amounts payable under the policies to Mortgagor, and amounts retained by Mortgagee, after the cost of collection, shall be applied to payment of the principal sum and interest thereon, and other sums secured by this Mortgage.

SECTION 8. ASSIGNMENT OF ISSUES AND PROFITS

Mortgagor hereby assigns and transfers to Mortgagee the issues and profits, together with full power and authority to demand, sue for and collect the same in the name of Mortgagor, or in its own name, and to take possession of and manage the mortgaged premises or to cause a receiver to be appointed for such purpose and apply the income therefrom, after the costs of collection and management, to the reduction of the indebtedness secured hereby. However, the right to collection and management shall not apply as long as this Mortgage is in good standing.

SECTION 9. TAX ON MORTGAGES OR MORTGAGEES

If any tax is levied by any governmental authority on account of this Mortgage, whether imposed on Mortgagee or Mortgagor, Mortgagor agrees to pay such tax with and in addition to the monthly payments of principal and interest and any other amounts payable by Mortgagor, or to pay the entire unpaid balance of principal and accrued interest

secured by this Mortgage, together with any prepayment penalties imposed by any agreement or security agreement between Mortgagor and Mortgagee.

SECTION 10. DEFAULT

10.1 Events of default. The occurrence of any one or more of the following event shall constitute a default hereunder (a Default):

(a) Mortgagor's default in the timely payment of any indebtedness to Mortgagee when due;

(b) Mortgagor's failure to perform or observe all the provisions of this Mortgage;

(c) The happening of an event of default under any other agreement or security instrument between Mortgagor and Mortgagee;

(d) Mortgagor's insolvency or inability to pay its debts as they mature or Mortgagor's assignment for the benefit of creditors or filing of a voluntary petition in bankruptcy, or a voluntary petition seeking reorganization, or effecting a plan or other arrangement with creditors, or filing an answer consenting to or taking any other action indicating acquiescence in any involuntary petition pursuant to, or purporting to be pursuant to, any bankruptcy, reorganization or insolvency laws of any jurisdiction, or adjudication of Mortgagor as bankrupt or insolvent by a court of competent jurisdiction or appointment of a receiver for any substantial portion of Mortgagor's property.

10.2 Remedies on Default. If any default occurs, Mortgagee may, at its option, declare the entire unpaid balance of principal and accrued interest secured by this Mortgage immediately due and payable, together with any prepayment penalties imposed by any agreement or security agreement between Mortgagor and Mortgagee, and foreclosure proceedings may be immediately commenced. Mortgagee may have a receiver appointed to care for and manage the property, collect rents and profits therefrom, and take any other action necessary for the care, preservation and maintenance of the property, its rents and profits. All rights and remedies of Mortgagee shall be cumulative and nonexclusive

and in addition to any other right or remedy contained in this Mortgage or otherwise available under applicable law. The failure of Mortgagee to exercise any option given hereunder shall not be taken or deemed a waiver of its right to exercise its option as to any past or subsequent violation of any covenants or stipulations.

SECTION 11. ATTORNEY FEES AND OTHER COSTS

In the event suit or action is begun to foreclose this Mortgage, Mortgagor will pay, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable attorney fees in such suit or action or upon any appeal or petition for review. Mortgagor will also pay such sum as the court may adjudge reasonable for the necessary examination and search of the public records respecting the title to the mortgaged premises. The Plaintiff in such suit or action may take judgment therein for such sums. Mortgagor will pay to Mortgagee all sums, including costs, expenses and reasonable agent and attorney fees, which Mortgagee may expend or become obligated for in any proceedings, legal or otherwise, involving the title to the mortgaged premises, or to establish, protect or sustain the lien of this Mortgage, or its priority, or in defending against liens, claims, rights, estates, easements or restrictions, or for evidences of title to the mortgaged premises. Interest shall be paid to Mortgagee on all such sums at the rate then payable on the indebtedness secured hereby. This Mortgage shall stand as security for payment of these sums and interest in like manner and effect as for payment of the indebtedness secured.

SECTION 12. CONDEMNATION

If the mortgaged premises, or any part thereof, are condemned under any power of eminent domain or acquired for public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of the indebtedness secured by this Mortgage, including any expenses and attorney fees incurred by Mortgagee on account of such condemnation, are hereby

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assigned by Mortgagor to Mortgagee and shall be paid forthwith to Mortgagee to be applied by it to the payment of such expenses and attorney fees and any balance on account of the last maturing portion of the indebtedness secured hereby.

SECTION 13. MISCELLANEOUS

13.1 Terminology. The word "Mortgagor" and the language of this instrument shall, where there is more than one Mortgagor, be construed as plural and be binding jointly and severally upon all Mortgagors and the word "Mortgagee" shall apply to any holder of this Mortgage.

13.2 Nonwaiver. No condition of this Mortgage shall be deemed waived unless expressly waived in writing by Mortgagee.

13.3 Notices. Whenever any notice, demand or request is required by the terms of this Mortgage or by any law now in existence or hereafter enacted, the notice, demand or request shall be sufficient if enclosed in a postpaid envelope addressed to Mortgagor at the last address actually furnished to Mortgagee, or at the mortgaged premises, and deposited in any post office station or letter box.

13.4 Transfer. Mortgagor shall have the right to transfer the mortgaged premises at any time, with or without Mortgagee's consent, so long as the transfer is not in violation with the terms of the promissory note secured hereby.

13.5 Time of Essence. Time is of the essence of this Mortgage

13.6 Applicable Law. This Mortgage shall be governed by the law of the State of Oregon, and any question arising hereunder shall be construed or determined according to such law.

The Parties have executed this agreement as of the date first written above.

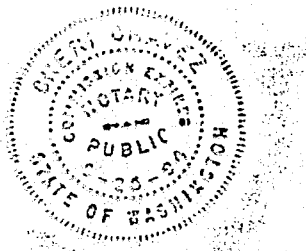
Jeanie M. Baggeleer
MORTGAGOR

Jack P. Baggeleer
MORTGAGOR

STATE OF WASHINGTON)
County of King) ss.

Feb 20, 1991

Personally appeared the above-named Jeanie M. Baggeleer and Jack P. Baggeleer acknowledged the foregoing Mortgage to be their voluntary act and deed. Before me:



Cheri Chavez
Notary Public for Washington
My Commission expires: 9-25-94

EXHIBIT "A"

PARCEL 1

Lot 16, Block 11, Tract 1089, SIXTH ADDITION TO SUNSET VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, EXCEPTING THEREFROM the Northeasterly 5 feet thereof.

PARCEL 2

A tract of land situated in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 23, Township 39 S., R. 9 E.W.M., more particularly as follows: Beginning at the NE corner of said Section 23; thence S. 00°17'03" E. 30.00 feet; thence N. 89°39'09" W. 294.48 feet; thence S. 03°10'00" W. 30.04 feet; thence N. 89°39'09" W. 82.48 feet; thence S. 00°20'51" W. 545.00 feet; thence N. 89°46'12" W. 143.36 feet; thence S. 00°17'18" W. 348.39 feet to the true point of beginning; thence continuing S. 00°17'18" W. 310.00 feet to the Northerly right of way line of the U.S.B.R. 1-C-1-A-1 drain; thence along the Northerly and Easterly right of way line of said drain N. 89°46'12" W. 710.00 feet, N. 00°17'18" E. 310.00 feet; thence leaving said right of way line S. 89°46'12" E. 710.00 feet to the true point of beginning containing 5.05 acres, more or less, with the bearings of the above-described tract being based on Tract 1088-Ferndale, a duly recorded subdivision.

Return to:

Shasta Cascade
409 PINE ST
Klamath Falls OR 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 28th day
of Feb. A.D., 19 91 at 3:52 o'clock P.M., and duly recorded in Vol. M91,
of Mortgages on Page 3715.

FEE \$33.00

Evelyn Biehn, County Clerk

By Pauline Muelandore

F-1904
I.D. TAG NO.OREGON DEPARTMENT OF HUMAN RESOURCES
HEALTH DIVISION
Vital Records Unit
CERTIFICATE OF DEATH

138-

State File Number

Local File Number

1. DECEDENT'S NAME First Middle Last Everett Arnold JAMESON			2. SEX Male	3. DATE OF DEATH (Month, Day, Year) January 8, 1991
4. SOCIAL SECURITY NUMBER 557-03-2808		5a. AGE - Last Birthday (Years) 86	5b. Under 1 Year Mos. Days Hours Mins.	6. BIRTHPLACE (City and State or Foreign Country) Ostrander, MN
7. DATE OF BIRTH (Month, Day, Year) November 1, 1904		8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
9a. PLACE OF DEATH (Check only one) <input checked="" type="checkbox"/> Hospital <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> Other: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)		9b. COUNTY OF DEATH Klamath		
10a. DECEASED'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Longshoreman		10b. KIND OF BUSINESS/INDUSTRY Shipping		11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Married
12. SPOUSE (If Married, Widowed) Helen Jameson		13a. RESIDENCE - STATE Oregon		
13b. COUNTY Klamath		13c. CITY, TOWN, OR LOCATION Klamath Falls		13d. STREET AND NUMBER 4444 Boardman Street
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		15. RACE American Indian, Black, White, etc. (Specify) White		16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (14 or 5+) 12
17. FATHER - NAME first middle last - Jameson		18. MOTHER - NAME first middle maiden Ella - Erickson		19. INFORMANT - NAME and relationship to decedent Helen Jameson
20a. METHOD OF DISPOSITION <input type="checkbox"/> Mausoleum <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Klamath Cremation Service		20c. LOCATION - City or Town, State Klamath Falls, Oregon
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>Mike O'Neil</i>		21b. LICENSE NUMBER (Of Licensee) 3287		22. NAME, ADDRESS AND ZIP OF FACILITY O'Neil's Funeral Chapel, Inc. 515 Pine Street, Klamath Falls, OR 97601
23. DATE FILED (Month, Day, Year) JAN 9 1991		24. REGISTRAR'S SIGNATURE <i>Nancy Kennedy</i>		
25. DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A		26. WAS GIFT MADE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A		
TO BE COMPLETED BY CERTIFYING PHYSICIAN				
27. TIME OF DEATH 2:40 P.M.		28. WAS MEDICAL EXAMINER NOTIFIED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
29. To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>F. Geoffrey Marx</i> M.D.				
30. DATE SIGNED (Month, Day, Year) 1991				
31. NAME, TITLE, ADDRESS AND ZIP OF CERTIFIER/MEDICAL EXAMINER (Type or Print) F. Geoffrey Marx M.D. 2614 Clover Street, Klamath Falls, Oregon 97601				
32. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)				
TO BE COMPLETED ONLY BY MEDICAL EXAMINER				
31a. TIME OF DEATH M		31b. DATE PRONOUNCED DEAD (Month, Day, Year, Hour) M		
32. On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature)				
33. DATE SIGNED (Month, Day, Year) COUNTY				
CAUSE OF DEATH				
34. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest.) (a) Probable Myocardial Infarction				
35. DUE TO, OR AS A CONSEQUENCE OF: (b) ASHD				
36. DUE TO, OR AS A CONSEQUENCE OF: (c) Diabetes, Dehydration, Dementia				
37. Did tobacco use contribute to the death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown				
38. AUTOPSY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
39. If YES were findings considered in determining cause of death? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A				
40. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Legal Intervention <input type="checkbox"/> Homicide <input type="checkbox"/> Legal Intervention				
41a. DATE OF INJURY (Month, Day, Year)				
41b. TIME OF INJURY M				
41c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
41d. DESCRIBE HOW INJURY OCCURRED				
41e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)				
41f. LOCATION (Street and Number or Rural Route Number, City or Town, State)				
RESERVED FOR REGISTRAR'S USE				

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REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR.

45-2 REV 1989

DATE ISSUED

JAN 10 1991

DONNA A. VERLING
COUNTY REGISTRAR
KLAMATH COUNTY, OREGON

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Crane & Foltyn the 28th day
of Feb. A.D., 19 91 at 3:55 o'clock P.M., and duly recorded in Vol. M91
of Deeds on Page 3721

Evelyn Biehn County Clerk

By Pauline Muelender

FEE \$8.00

Return: Crane & Foltyn
296 Main, Klamath Falls, Or. 97601