

ON 27⁵⁹⁸ THIS MORTGAGE, Made this 22ND day of MARCH, 1991
by JEFFREY L. SANDERS AND STARR A. SANDERS, HUSBAND AND WIFE hereinafter called Mortgagor,
to PIONEER BANK hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of THREE THOUSAND ONE HUNDRED NINETY-
ONE AND 50/100 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:

SEE ATTACHED EXHIBIT "A"

(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, mortgagee's heirs, executors, administrators
and assigns forever.
This mortgage is intended to secure the payment of a certain promissory note, described as follows:

SEE ATTACHED EXHIBIT "B"

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:
APRIL 5, 1995.

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

(a) primarily for mortgagor's personal, family or household purposes (see Important Notice below);
(b) for the purchase, construction, reconstruction, improvement, repair, maintenance, or refinancing of real property, that mortgagor 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

coverage, in the sum of \$ 3,191.50 in a company or companies acceptable to the mortgagee, and will
have all policies of insurance on said property made payable to the mortgagee's interest may appear and will deliver all policies of insurance on said
premises to the mortgagee as soon as insured; that mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its
any waste of said premises. Now, therefore, it said mortgagor shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment
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 at once due and payable, time being
of 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
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 mortgagee shall fail to
pay any taxes or charges of any lien, encumbrances or insurance premium as above provided for, the mortgagee may at mortgagee's option do so, and any pay-
ment 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, how-
ever, 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 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
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 dis-
closures; for this purpose use S-N Form No. 1319, or equivalent.

STATE OF OREGON,

County of KLAMATH

ss:

This instrument was acknowledged before me on MARCH 22ND, 1991

by JEFFREY L. SANDERS & STARR A. SANDERS, HUSBAND AND WIFE



Vicki E. Cochran
Notary Public for Oregon

My commission expires 6-4-91

MORTGAGE

JEFFREY L. SANDERS

STARR A. SANDERS

TO

PIONEER BANK

AFTER RECORDING RETURN TO

PIONEER BANK
P O BOX 130
JOHN DAY, OREGON 97845

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

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

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 6, TOWNSHIP 36 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE NE $\frac{1}{4}$ OF SAID SECTION 6; THENCE N. 00°00' 11" W. ALONG THE WESTERLY LINE OF SAID NE $\frac{1}{4}$, 708.00 FEET; THENCE LEAVING SAID WESTERLY LINE EAST, 167.74 FEET TO A POINT; THENCE N. 20°24'00" E. 366.00 FEET; THENCE S. 69°36'00" E. 399.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 69°36'00" E. 200 FEET; THENCE S. 20°24'00" W. 364.29 FEET; THENCE N. 69°45'49" W. 200 FEET TO A POINT; THENCE N. 20°24'00" E. 365 FEET MORE OR LESS TO THE POINT OF BEGINNING.



EXHIBIT "B"
NOTE — SECURITY AGREEMENT

5738

Customer Name JEFFREY L. SANDERS
And STARR A. SANDERS
Address P O BOX 400
CANYON CITY, OREGON 97820

Loan No. 4-65-00869-9 Date of Loan 3-22-91

PIONEER BANK
P O BOX 130
JOHN DAY, OREGON 97845

PAYABLE IN: Consecutive Monthly Installments	First Pmt. Amount	Other Monthly Pmt.	FINAL PAYMENT SHALL BE EQUAL TO UNPAID PRINCIPAL AND INTEREST
48	\$84.04	SAME	

DUE DATE OF PAYMENTS			
First Payment Due Date	Others Same Day of Each Month	Final Payment Due Date	Date interest begins to accrue if different from date of loan above.
5-5-91	YES	4-5-95	N/A

DEFAULT CHARGE: In the event any payment is not received within 10 days after the installment is due a default charge of 5% of the monthly installment amount will be assessed.

Acceleration: If any payment is not paid when due or borrower violates the terms of any security agreement securing this loan, then lender may, at its option and without notice declare the entire unpaid principal balance plus accrued interest immediately due and payable.

Prepayment: Prepayment in whole or in part may be made at any time without penalty.

INTEREST RATE 12.00 % per annum.

PRINCIPAL AMOUNT \$ 3,191.50

Security Interest: This loan and any extension or renewal thereof or future advance is secured by a consensual security interest under the Uniform Commercial Code, more fully described under Security Agreement below in the proceeds and return of any premium(s) of insurance purchased as a part of this transaction and in the following property:

☒ Automobile — Make CHEV Year 1982 Model MALIBU
Serial / I.D. 1G1AW35HXCR127821

☐ All Consumer Goods belonging to borrower(s) including but not limited to household goods, furniture, appliances and personal property of all kinds and description, all future accessions thereto, all additional consumer goods acquired within **10 days** after the date of this loan or the date charges begin, whichever is later, and all proceeds from the sale, exchange or other disposition of such goods.

☐ Other Property (specify):

☒ A lien on real property evidenced by a ~~DEED~~ MORTGAGE dated 3-22-91 Description of real property:
SEE MORTGAGE

☐ This loan is unsecured.

AGREEMENT TO PAY

For value received, the undersigned jointly and severally promises to pay to the order of the Lender named above, at its office named above the **PRINCIPAL AMOUNT** stated above together with interest at the **INTEREST RATE** stated above, in monthly installments as stated above.

The undersigned agrees that at such time as it becomes appropriate for the Lender to terminate any financing statement and/or release any mortgage or trust deed which may have been taken as security for this loan and any extension or renewal thereof the undersigned will, at that time, pay the Lender whatever fees are then required for such termination and releasing.

Borrowers agree to pay, after default and referral, reasonable attorney fees actually paid by the holder hereof to an attorney not a salaried employee of the holder as may be awarded to holder on any action on this agreement in both trial and appellate court.

Extension of the time of payment of all or part of the amount owing hereon or any variation, modification, or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally, absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest, and notice of demand, nonpayment, and protest of this note.

SECURITY AGREEMENT

To secure Lender, Borrowers grant Lender a security interest under the Uniform Commercial Code (UCC) in the personal property described above and a lien upon any real estate described above and return of any premium of insurance related to this transaction or any condemnation award for any real property taken in accordance with law. Borrowers agree to sign a UCC-1 financing statement to allow Lender to perfect its security agreement. This security interest covers the personal property described and all proceeds and all similar property acquired within **10 days** of this agreement. The security interest and liens secure this loan, along with all extensions and renewals of it and future advances. Borrowers further agree not to sell or dispose of the property or allow any other security interest to be placed on it or to remove it from the state for more than **20 days** without Lender's permission, so long as their obligation to Lender is unpaid.

Borrowers may possess the property until default. Upon default, Lender shall have the right under the UCC, to have the Borrowers assemble the collateral at a place convenient to the parties in order that the Lender may take possession, or to take possession of the personal property without notice, demand or legal process and sell the said property, or any part thereof, at public auction; or at a private sale after giving Borrowers reasonable notice of said sale. Borrowers waive all rights of exemption from execution and homestead in the property described under Security Interest above and Lender may foreclose the real property in accordance with the mortgage or deed of trust.

If Borrowers fail to pay property taxes on any security when due, or default on any other obligations prior to this agreement and secured by any real or personal property securing this agreement, Lender may, at its option, bring such taxes or obligation current and add any such payment or payments to Borrowers obligation secured hereby to bear interest at the contract rate from date of payment. Such default or nonpayment by Borrowers constitutes a default of this agreement and the exercise of Lender's option to pay shall not constitute a waiver of said default.

Borrowers agree to insure said property for Lender's benefit and agree that upon Borrower's failure to insure to Lender's satisfaction, Lender may, at its option, procure such insurance at Borrower's expense and add the premium therefore to Borrower's account. Borrower authorizes the disbursements stated above and acknowledges that he received a fully completed copy of this Note-Security Agreement and Disclosure Statement of Loan. (See Reverse for Important Notice.)

WITNESSES:

SIGNED:

Jeffrey L. Sanders
JEFFREY L. SANDERS
Starr A. Sanders
STARR A. SANDERS

If the proceeds of this loan are applied in whole or in substantial part to a purchase of goods or services from a Seller who referred the consumer to the Lender, then the following notice is applicable:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pioneer Bank the 1st day of April A.D., 19 91 at 12:32 o'clock PM, and duly recorded in Vol. M91 of Mortgages on Page 5736.
Evelyn Biehn - County Clerk
By Pauline Mueller

FEE \$23.00

PRINCIPAL AMOUNT	\$ 31,191.30
INTEREST RATE	13.00 %
SEE MORTGAGE	3-22-91

AGREEMENT TO PAY

The undersigned hereby agrees to pay to the order of the Lender named above, as set forth in the attached schedule, the sum of the principal amount of the loan, together with interest thereon at the rate of 13.00 per cent per annum, and to pay to the Lender all other charges and expenses incurred by the Lender in connection with the loan, including but not limited to, the cost of collection, attorney's fees, and costs of suit. The undersigned further agrees to pay to the Lender, upon demand, the sum of the principal amount of the loan, together with interest thereon at the rate of 13.00 per cent per annum, and to pay to the Lender all other charges and expenses incurred by the Lender in connection with the loan, including but not limited to, the cost of collection, attorney's fees, and costs of suit.

SECURITY AGREEMENT

To secure the performance of the obligations of the Borrower under the loan, the Borrower hereby grants to the Lender a security interest in the property described in the attached schedule, together with all other property and interests in the property, whether real or personal, tangible or intangible, and whether located within or without the State of Oregon. The security interest granted by the Borrower to the Lender shall be a first priority security interest, and the Lender shall be entitled to enforce its security interest in the property described in the attached schedule, together with all other property and interests in the property, whether real or personal, tangible or intangible, and whether located within or without the State of Oregon, by the sale, lease, or other disposition of the property, and the proceeds of such sale, lease, or other disposition, and to apply the proceeds of such sale, lease, or other disposition to the payment of the loan, and to the payment of the costs and expenses of collection, including but not limited to, the cost of attorney's fees, and costs of suit.

WITNESSES
SIGNED
STACEY A. SANDERS
STACEY A. SANDERS