

ON

34634

Vol. 91 Page 18609  
AUGUST 19 91

THIS MORTGAGE, Made this 30TH day of AUGUST, 19 91,  
by MICHAEL R. ST MARTIN AND CAROLYN M. ST MARTIN, AS TENANTS BY THE ENTIRETY  
to SOUTH VALLEY STATE BANK hereinafter called Mortgagor,

hereinafter called Mortgagee,  
WITNESSETH, That said mortgagor, in consideration of THIRTY-ONE THOUSAND EIGHT HUNDRED THREE AND 73/100 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: LOT 6 IN BLOCK 1, ROLLING HILLS SUBDIVISION, TRACT NO. 1099, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

(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:

LOAN #204678 DATED AUGUST 30, 1991 TO MICHAEL R ST MARTIN AND CAROLYN M ST MARTIN IN THE AMOUNT OF \$31,803.73 AND MATURING AUGUST 30, 1996.

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: AUGUST 30, 1996 WITH RIGHTS TO FUTURE ADVANCES AND RENEWALS

The mortgagee warrants that the proceeds of the loan represented by the above described note and this mortgage are:  
(a) for the purchase of real property, or (b) for the purchase of a business, or (c) for the purchase of a commercial purpose.

And said mortgagor covenants to and with the mortgagee, mortgagee's heirs, executors, administrators and assigns, 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 \$ 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 mortgagee's interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that mortgagor will keep the building and improvements on said premises in good repair and will not commit or suffer any waste of said premises. Now, therefore, it said mortgagor shall keep and perform the covenants herein contained 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; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose on any lien on said premises or 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 mortgagor 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 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 this 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 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.

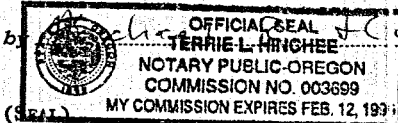
\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose use S-N Form No. 1319 or equivalent.

STATE OF OREGON,

County of Klamath } ss.

X Michael R. St Martin  
MICHAEL R ST MARTIN  
X Carolyn M St Martin  
CAROLYN M ST MARTIN

This instrument was acknowledged before me on

Sept 4, 19 91

Terrie L. Hinchey  
Notary Public for Oregon  
My commission expires 2-12-95

## MORTGAGE:

MICHAEL R AND CAROLYN M  
ST MARTIN

TO

SOUTH VALLEY STATE BANK

DO NOT USE THIS  
SPACE: RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

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

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instru-  
ment was received for record on the  
16th day of Sept., 1991,  
at 11:59 o'clock A.M., and recorded  
in book/reel/volume No. M91 on  
page 18609 or as fee/file/instrument/  
microfilm/reception No. 34634,  
Record of Mortgage of said County.

Witness my hand and seal of  
County affixed.

Evelyn Rihn, County Clerk  
NAME TITLE  
By Paulene Muehlender Deputy

Fee \$3.00

F-4019  
I.D. TAG NO.

Local File Number

OREGON DEPARTMENT OF HUMAN RESOURCES  
HEALTH DIVISION  
CENTER FOR HEALTH STATISTICS  
CERTIFICATE OF DEATH

State File Number

1. DECEDENT'S NAME First: John Middle: Kelsey Last: TUCKER		2 SEX M	3 DATE OF DEATH (Month, Day, Year) August 30, 1991
4 SOCIAL SECURITY NUMBER 475-07-4717	5a. AGE (Year) 70	5b. Under 1 Year Mos. Days	5c. Under 1 Day Hours Mins.
6 BIRTHPLACE (City and State or Foreign) Grand Rapids, MN		7 DATE OF BIRTH (Month, Day, Year) September 14, 1920	
8 WAS DECEDENT EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
9a. PLACE OF DEATH (Check only one) <input type="checkbox"/> Hospital <input type="checkbox"/> Outpatient <input type="checkbox"/> OOA <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)			
9b. FACILITY NAME (If not institution, give street and number) 4420 Onyx Avenue		9c. CITY, TOWN, OR LOCATION OF DEATH Klamath Falls	
9d. COUNTY OF DEATH Klamath			
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) Accountant		10b. KIND OF BUSINESS/INDUSTRY Accounting	
11. MARITAL STATUS Married		12 SPOUSE (If Married, Widowed, Divorced (Specify) Eleanor M. Tucker	
13a. RESIDENCE - STATE Oregon		13b. CITY, TOWN, OR LOCATION Klamath Falls	
13c. STREET AND NUMBER 4420 Onyx Avenue			
13d. INSIDE CITY LIMITS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		13e. ZIP CODE 97603	
14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		15. RACE American Indian, Black, White, etc. (Specify) White	
16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary Secondary (8-12) College (14 or 5+) 12			
17. FATHER - NAME first middle last Willard - Tucker		18. MOTHER - NAME first middle maiden Eleanora - Wourms	
19. INFORMANT - NAME and relationship to decedent Eleanor M. Tucker, wife		20. LOCATION - City or Town, State	
21. METHOD OF DISPOSITION (If not cremation) <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal in State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		22. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Eternal Hills Memorial Gardens	
23. SIGNATURE OF FUNERAL SERVICE LICENSER OR PERSON ACTING AS SUCH <i>Donna A. Verling</i>		24. LICENSE NUMBER (Of Licenses) 53-0124	
25. DATE FILED (Month, Day, Year) AUG 30 1991		26. NAME, ADDRESS AND ZIP OF FACILITY Davenport's Chapel of the Good Shepherd, 6420 So. 6th St., Klamath Falls, Oregon 97603-7194	
27. DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		28. WAS GIFT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A	
TO BE COMPLETED BY CERTIFYING PHYSICIAN			
29. TIME OF DEATH 10:25 A.M.		30. WAS MEDICAL EXAMINER NOTIFIED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
31. To the best of my knowledge, death occurred at the time, date, place and manner stated. (Signature) <i>[Signature]</i>			
32. DATE SIGNED (Month, Day, Year) August 30, 1991			
33. NAME, TITLE, ADDRESS AND ZIP OF CERTIFYING MEDICAL EXAMINER (Type or Print) Robert F. Bohnen, MD, 2610 Uhlmann Road, Klamath Falls, Oregon 97601			
34. NAME OF ATTENDING PHYSICIAN (If other than certifier, type or print)			
35. 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.)			
PART I (a) DUE TO, OR AS A CONSEQUENCE OF: <i>Adverse reaction of muscle</i>		Interval between onset and death 3 months	
(b) DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death	
(c) OTHER SIGNIFICANT CONDITIONS: Conditions contributing to death but not related to cause given in PART I.		Interval between onset and death	
36. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined Manner <input type="checkbox"/> Suicide <input type="checkbox"/> Legal Intervention <input type="checkbox"/> Homicide		37. Did tobacco use contribute to the death? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Probably <input checked="" type="checkbox"/> Link	
38. DATE OF INJURY (Month, Day, Year)		39. TIME OF INJURY M <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
40. PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (Specify)		41. LOCATION (Street and Number or Rural Route Number, City or Town, State)	
42. DESCRIBE HOW INJURY OCCURRED			

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REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR

DATE ISSUED

AUG 30 1991

DONNA A. VERLING  
COUNTY REGISTRAR  
KLAMATH COUNTY, OREGON

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of Eleanor Tucker the 16th day  
of Sept. A.D., 19 91 at 2:17 o'clock P.M., and duly recorded in Vol. M91  
of Deeds on Page 18610

Evelyn Biehn, County Clerk

By *Donna A. Verling*

FEE \$8.00

Return: Eleanor Tucker

4420 Onyx, Klamath Falls, Or. 97603