

ON **41221** Vol. **92** Page **3456**  
 THIS MORTGAGE, Made this **10TH** day of **FEBRUARY**, 19**92**,  
 by **PATRICIA L. PECKENPAUGH AND PATRICIA L. ELLINGSON, AS TENANTS IN COMMON**  
 hereinafter called Mortgagor,  
 to **SOUTH VALLEY STATE BANK**

hereinafter called Mortgagee,  
**WITNESSETH**, That said mortgagor, in consideration of **THIRTY-FIVE THOUSAND AND NO/100-----**  
**(\$35,000.00)-----** Dollars, to mortgagee 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" BY THIS REFERENCE MADE A PART HERETO.

(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 #204807 TO RON ELLINGSON AND PATRICIA L. ELLINGSON DATED FEBRUARY 10, 1992  
 AND MATURING MARCH 1, 1997

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:  
**MARCH 1, 1997 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:

(1) for the purchase of real property, or (2) for the purchase of a business or commercial purposes.

And said mortgagor 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

coverage, in the sum of \$ **IN FULL** 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, if 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 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 shall apply to and bind the heirs, executors, administra-  
 tors 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 dis-  
 closures; for this purpose use 5-11 Form No. 1319, or equivalent.

STATE OF OREGON,

County of **KLAMATH**

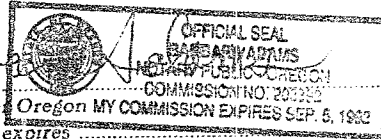
SS:

This instrument was acknowledged before me on **FEBRUARY 11,** 19**92**

by

(SEAL)

Notary Public for Oregon



My commission expires

## MORTGAGE

**PATRICIA L. PECKENPAUGH**

**AND PATRICIA L. ELLINGSON**

TO

**SOUTH VALLEY STATE BANK**

No.

AFTER RECORDING RETURN TO

**SOUTH VALLEY STATE BANK  
 801 MAIN STREET  
 KLAMATH FALLS OR 97601**

(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

THAT PART OF TRACT 47, HOMEDALE, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY BOUNDARY OF TRACT 47, HOMEDALE, SAID POINT BEING 72.6 FEET NORTHWESTERLY FROM THE NORTHEAST CORNER OF TRACT 47; THENCE SOUTHWESTERLY, PARALLEL TO THE WESTERLY BOUNDARY OF TRACT 47, 300.0 FEET TO THE SOUTHERLY BOUNDARY OF TRACT 47; THENCE NORTHWESTERLY ALONG THE SOUTHERLY BOUNDARY OF TRACT 47, 77.20 FEET; THENCE NORTHEASTERLY PARALLEL TO THE WESTERLY BOUNDARY OF TRACT 47, 300.0 FEET TO THE NORTHEASTERLY BOUNDARY OF TRACT 47; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY BOUNDARY, 77.20 FEET TO THE POINT OF BEGINNING.

*Patricia L. Ellingson*

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of S. Valley State Bank the 20th day  
of Feb. A.D., 1992 at 11:47 o'clock A M., and duly recorded in Vol. M92  
of Mortgages on Page 3456  
Evelyn Biehn County Clerk  
By Dorinda M. Mendenhall

FEE \$15.00