

ON 43335

THIS MORTGAGE, Made this 2ND day of APRIL, 1992,
 by JOSEPH P. VALENZUELA AND ROSALIE M. VALENZUELA AS TENANTS BY THE ENTIRETY
 hereinafter called Mortgagor,
 to SOUTH VALLEY STATE BANK
 hereinafter called Mortgagee,

WITNESSETH, That said mortgagor, in consideration of SIXTEEN THOUSAND FIVE HUNDRED AND NO/100
*****(\$16,500.00)***** 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:

LOT 10 IN BLOCK 3 OF TRACT 1091, LYNEWOOD, 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 #204861 DATED 4/2/92 TO JOSEPH P. VALENZUELA AND ROSALIE M. VALENZUELA IN THE
 AMOUNT OF \$16,500.00 AND MATURING 2-20-93.

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:
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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 improvement or (even if mortgagor is a natural person) are for business or commercial purposes.

And said mortgagee covenants in 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 \$ 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; if 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 S-N Form No. 1319, or equivalent.

X Joseph P. Valenzuela
Rosalie M. Valenzuela
 ROSALIE M. VALENZUELA

STATE OF OREGON,

County of KLAMATH

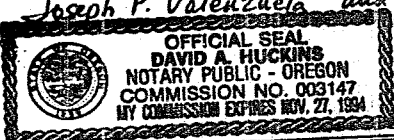
SS:

APRIL 21992,

This instrument was acknowledged before me on

by Joseph P. Valenzuela and Rosalie M. Valenzuela

(SEAL)



Notary Public for Oregon
 My commission expires 11-27-94

MORTGAGE

JOSEPH P. VALENZUELA

ROSALIE M. VALENZUELA

TO

SOUTH VALLEY STATE BANK
 801 MAIN ST
 KLAMATH FALLS, OR 97601

AFTER RECORDING RETURN TO

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

STATE OF OREGON,

County of KLAMATH } 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

Following described property in Yakima County, Washington:

Parcel A: The East 170 feet of the South 294 feet of the West 320 feet of the Southwest quarter of the Southwest quarter of the Northeast quarter of Section 13, Township 13 North, Range 18, E.W.M., EXCEPT the South 30 feet for road.

Parcel B: That portion of the Southwest quarter of the Southwest quarter of the Northeast quarter of Section 13, Township 13 North, Range 18, E.W.M., described as follows:

Beginning at a point 30 feet East and 294 feet North of the Southwest corner of said subdivision, which point is on the East line of North Sixth Avenue; thence East 290 feet, to the South line of the unused right of way of the Union Pacific Railway System conveyed to the North Coast Railroad Company by deed recorded August 2, 1909, in Volume 89 of Deeds, Page 482, records of Yakima County, Washington; thence in a Northwesterly direction along said right of way to a point on the East line of North Sixth Avenue;

thence South 132 feet, more or less, to the point of beginning; EXCEPT the West 140 feet thereof.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of S. Valley State Bank the 10th day
of April A.D., 19 92 at 2:24 o'clock P. M., and duly recorded in Vol. M92,
of Mortgages on Page 7534.

Evelyn Biehn - County Clerk

FEE \$15.00

By

Ernest M. Lindere