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The D	Lot 17, Block 17, Kills on file in the office of th	egon (the "Fleat Proper IDE ADDITION to the	ty"): city of Klamath Fal		tion rights); and at matters, located
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Mor	ng indebtedness. The words 1	Existing Indebtedness" mean t	he Indebia	d below in the Existing Indebtedries	is Morigage shall lawful money of
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"Related: Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, whether row or hereafter existing, executed in connection with the indebtedness.

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Rents. The word "Rents" means all present and tylure rents, revenues, income, issues, royallies, profils, and other benefits derived from the Histon of the second of the second of the second second second without second THIS MORTGAGE. INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE FIENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEDTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GUANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all emounts secured by this Mortgage

as they become due, and shall shictly perform all of Grantor's obligations under this Mortgage. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the

Possession and Use. Until In default, Grantor may remain in possession and control of and operate and manage the Property and collect the Possession and Use. Until In default, Grantor may remain in possession and control of and operate and manage the Property and collect the Possession and Use. Until In default, Grantor may remain in possession and control of and operate and manage the Property and collect the Possession and Use. Until In default, Grantor may remain in possession and control of and operate and manage the Property and collect the Possession and Use. Until In default, Grantor may remain in possession and control of and operate and manage the Property and collect Period Control of the Property of the Collect with the Appropriate Control of and operate and manage the Property and collect Default of the Property of the Collect with the Appropriate Control of and operate and manage the Property and collect Default of the Property of the Collect with the Appropriate Control of and operate and manage the Property and collect Default of the Property of the Collect with the Appropriate Control of and operate and manage the Property and collect Default of the Property of the Collect with the Appropriate Control of Collect the Appropriate Control of the Property of the following provisions: THE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERSY

Duty to Ministrain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance

Hazerdous Substances. The terms "hazardous waste," "hazardous substance," "disposal," release," and "hreatened release," as used in this Merigage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as mended, 42 U.S.C. Section 9501, et seq. ("CERCLA"), the Superfund Amendments and Resource Conservation and Recovery Act, 49 U.S.C. (SARA), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801; et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 1801; et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901; et seq., for other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos, Grantor represents and warrants to Lander that: (a) During the period of any hormation models without material section of any hormation work of the Property, there has been no interview. un asushus, Grannin represents and warrants to Linuxe mat: (a) Luning the period of Grannors (whership or the Property, there has been no Use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, use, generation, manufacture, storage, realment, usposal, release or inrealened release or any nazaroous waste or substance by any person on, under; i'r about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and extensioned by London to utilize (i) one not knowledge of, or reason to believe that there has been, except as previously disclosed to and extensioned by London to utilize (i) one not knowledge of, or reason to believe that there has been, except as the top of the second seco uncer, or about the Property; (b) Gramorinas no knowedge of, or reason to boleve that there has been, except as previously discussed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened tagation or claims of any kind by nazardous waste or substance by any prior owners or occupants of the rroperty or the any actue or unrealened asgatterior or tarins or any any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any any person relating to such matters; and (c) except as previously disclosed to and acknowledged by Lender in whung, (i) neutrer oranicor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any tenant, contractor, agent or other authorized user of the Property and (ii) any such activity shall be conducted in compliance with all applicable

nazardous waste or substance on, under, or about the ropeny and in any soun activity shar be conducted in comparise with as approaded above.

Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may Granuer aunonizes content and its agents to enter upon the Property to make such inspections and tests, at Granier's expertise, as center may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for deem appropriate to determine compliance or the property with this section of the mongage. Any inspections or lests had by before and the period. Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lander to Grantor or to any other period. Lenuers pulposes only and shall not be construed to create any responsionity or nability on the part of Cantor to Grantor or to any once person. The representations and wairanties contained herein are based on Grantor's due diligence in Investigating the Property for hazardous waste.

Ine representations and warranties contained nervin are based on Grantor's due digence in investigating the Property for nazardous waste. Grantor hereby: (a) releases and waives any future claims against Lender for Indemnity or contribution in the event Grantor becomes liable for cleanup of other costs under any such laws, and (b) agrees to indemnity and hold harmlest Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage of the discounties of you the peneration manufacture statute discount release or threatened release counties and the foreign of the section of the secti or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership of the provisions of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership of the provisions of this section of the Mortgage, disposal release or threatened release occurring prior to Grantor's ownership of the provisions of the property, which are not the same was or should have been known to Grantor. The provisions of this section of the Bort of the or the provision of the property which are the provision of the same was or should have been known to Grantor. Chief Educing the collection to indemnify, shall survive the payment of the indebtadness and the salisfaction and recenveyance of the lien of this

The BALE and the songarous to incommity, since site the use payment of any interest in the Property, whether by foreclosure or otherwise. Nulsance, Weste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any shipping of or waste on or to the Nulsance, Weste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any shipping of or waste on or to the Property or any portion of the Property. Without limiting the cenerality of the toregoing, Grantor will not remove, or grant to any other party the roberty or any portion of the Property. Without limiting the cenerality of the toregoing, Grantor will not remove, any limber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lander.

[Jemoval of Improvements, Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Granicr to riske arrangements satisfactory to Lender to replace

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to altend to 14 such Improvements with Improvements of at tiast equal value. Do

Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage. Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, or discover and the second seco withing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require

witting prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not ju Grantor to post adequate socurity or a surely bond, reasonably satisfactory to Lender, to protect Lender's interest. 251 Duty to Protect. Granter agrees neither to abandon nor leave unattended the Property. Granter shall do all other acts, in addition to those acts bury to protectly oralison agrees manner to acandon nor neave unautorious me property. Station preserves to protect and preserve the Property, set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Morigage upon the sale or sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or sale or transfer," without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property or any right, title or interest therein; whether legal, beneficial or equilable; whether voluntary or transfer, means the convergence of Real Property or any right, title or interest therein; whether legal, beneficial or equilable; whether then three transfer, whether with the term creater than three transfer, whether without a term creater than three transfer, without the legal loss of the declaration of the contract contract for read legal beneficial interest with a term creater than three transfer, without the legal loss of the declaration of the contract contract for read legal beneficial or equilable; whether the term creater than three transfer with a term creater than three transfer without the legal loss of the declaration of the contract contract for read legal beneficial or equilable; whether the term creater than three transfer without the legal loss of the declaration of the contract contract for read legal beneficial or equilable; whether term creater than three terms without the legal loss of the declaration of the declaration of the declaration of the declaration of terms with a term creater than three terms with the declaration of the declaration of the declaration of terms with a term creater than three terms with the declaration of terms involution; Whether by outright sale, deed, instalment sale contract, land contract, contract for deed, leasehold interest with a term greater than three involutitary, whether by outright sale, oeeu, installment sale contract, land contract, contract for deeu, litesersio interest with a term greater than three (3) years lease-option contract, or by sale, assignment, or transfer of any baneficial interest in or to any land trust holding title to the Real Property, or (3) years; tease-option contract; or by sale, assignment, or transfer of any benencial interest in or to any land trust holding life to the Heal Property, or by any other method of convoyance of Real Property Interest. If any Grantor is a corporation, partnership or limited liability company, transfer elso includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender II such exercise is prohibited by tederal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Morigage. Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroit taxes, special taxes, assessments, water charges regiment. Granice sharpay when due tand in as events prior to desinquency) as takes, payrow takes, opecas takes, assessmenta, were charged to cand saver(service) charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services of rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of leader under the Methage avent for the lien of two and account on the event for the Even of the two and to believe and tencered or material initiation to the morphily. Granity shall maintain the mopenty nee of an acts having priority over or equal to the material of the Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Edsting indebtedness referred to below, and

except as offerwide provided in the following paragraph.

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In any contest, Granter shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Granter shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Granter shall have been an additional obligee under and shall satisfy any adverse judgment before enforcement against the Property. Granter shall have been an additional obligee under and shall satisfy any adverse judgment before enforcement against the Property. Granter shall have been an additional obligee under and shall be been and the contest proceedings. Evidence of Psymerit. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall evidence of Psymerit. Grantor shall upon demand furnish to Lender satisfactory evidence of the taxes or assessments and shall evidence of Psymerit. Evidence of Peyment. Grantor shall upon demand rumish to Lender satisfactory evidence or payment of the taxes or assessments and shall Use authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the 1666-004757 XUBBBBBCU (35, 35 Gel MIDUGS DA FEUGEL (40) (415 12 (45) Sig Notice of Construction. Granter shall notify Londer at least filteen (15) days before any work is commenced, any services are turnished, or any Motionalatide are submilled to the Property if any mechanic's lient materialment's lient or other lien could be second on encount of the work construction. Nonce of Construction. Granter shall notify Lender at least fifteen (15) days before any work is commenced, any services are turnished, or an imaterials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services and the services are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services and the services are supplied to the property of any mechanic's lien. inatenals are supplied to the Property; if any mechanic's lien, matenalmen's Lan, or other lien could be asserted on account of the work, services, or materials; and the cost exceeds \$1,000.00.4 Grantor will upon request of Lander furnish to Lender advance assurances satisfactory to Lender that Granter and one will not the cost of such langer provide the PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Morigage. Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a Maintenance of insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the Real Property in an amount sufficient to avoid application of any policies of the real replacement pasis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid appReason of any consumine clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such formulations of any the reasonable covertable to the network built deliver to the network built of the consurance clause, and with a standard mongagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as, may be reasonably acceptable to 'Lender.' (Grantor: shall deliver) to 'Lender: certificates, of coverage from each insurer containing is torm: as: may be reasonably acceptable to Lander. (Grantor Shall Geliver to Lander certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days prior written notice to Lander and not containing the stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days prior written notice to Lander and not containing the stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days prior written notice to Lander and not containing the stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days and the boome to be cancelled or diminished without a minimum of ten (10) days and the boome to be cancelled or diminished without a minimum of ten (10) days and the boome tender and not containing the diminished without a minimum of ten (10) days and the boome tender and not containing the diminished without a minimum of ten (10) days. stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated but the Discolar of the Enders Enderson Management Areaby as a special flood harved area. Consist areas to obtain and metabolic Enderson any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Mariagement Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance; to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid indicated balance of the loan, or the maximum limit of coverage that is available; which war is test Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or not replacement exceeds \$500.00. Lender may make proof of loss it Grantor fails to do so within fifteen (15) days of the casualty. Whather or not replacement exceeds \$500.00. Lender may make proof of loss it Grantor fails to the reduction of the Indehtedness, payment of any len affecting fanders security is impoired. Lender may at its election, analy the proceeds to the reduction of the Indehtedness. riood insulance, to the extent such insulance is required by Lender and is to become available principal balance of the loan, or the maximum limit of coverage that is available, whichever is less. replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not is callender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting in the Property of the restoration and repair, of the Property of Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory in Lender, Lender shall, upon satisfactory proof of such experiments in a manner satisfactory in Lender. ine Property of the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner salisfactory to Lender. Lender shall, upon salisfactory proof of such expenditure, any consider the damaged or destroyed Improvements in a manner salisfactory to Lender. Lender shall, upon salisfactory proof of such expenditure, any consider the damaged or destroyed improvements in a manner salisfactory to Lender. replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or relimburse Grantor from the proceeds for the reasonable bost of repair or restoration if Grantor is not in default hereunder. Any proceeds pay or reimburse Grantor from the proceeds for the reasonable bost of repair of restoration it Grantor is not in detault hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property for the second time to the second time which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration or the imperty shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be used first to pay any amount owing to Lender under the not prepay accrued interest in full of the Indebted acceuted the second charter and the second charter acceuted in the second charter acceuted charter acceuted charter acceuted in the second charter acceuted ch shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness, such proceeds after payment in full of the indebtedness, such proceeds shall be notify to Granter to the indebtedness in the proceeds after payment in full of the indebtedness, such proceeds shall be notify to Granter to the indebtedness. Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Unexpired Insurance at Sale. Any unexpired insurance shall inure to the Mortnade, or at any foreclosure sale of such Property Unexpired insurance at sale. Any unexpired insurance shall inure to the benefit or, and pass to, the purchaser of the Property Mongage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property. Compliance with Existing Indebiedness. During the period in which any Existing Indebiedness described below is in effect, compliance with the lotting indebiedness. During the period in which any Existing Indebiedness described below is in effect, compliance with the lotting indebiedness. be paid to Grantor, success at Compliance with Existing Indeblediness. During the period in which any Existing Indebledness described below is in enect, compaance with insurance provisions contained in the instrument evidercing such Existing Indebledness shall constitute a duplication of insurance requirement. If any indepleding to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any indepleding to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any indepleding the insurance become payable on loss the provisions in this Mortgage for division of proceeds shall apply only to that portion of under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not have become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not have become payable on the Eviction Indebtedness. EXPENDITURES BY LENDER. If Granicr fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebiedness is production for maintain below the transferred below to proceeding the promotion of the world materially effect I ender Interacts in the Promaty I ender EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or baild by Lender to the date of recomment by Grantor. As such expenses, at on Grantor's behalt may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so cloing will bear interest at the half of repayment by Grantor. All such expenses, at lander solitions will (a) be required to the added to the balance of the block and be repedied to make any balance of the block and be repedied to make any balance of the block and be repedied to make any action that the block and be repedied to make any balance of the block and be repedied to make any balance of the block and be repedied to make any balance of the block and be repedied to make any action the block and be repedied to make any balance of the block and be repedied to make any balance of the block and be repedied to make any action and be repedied to the block and block and be repedied to the block and block and be repedied to the block and block a bear interest at the rate charged under the Nole from the date incurred of paid by Lender to the date of repayment by Grantor. All such expanses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any Installment payments to become due during either. (i) the term of any applicable insurance policy or (ii) the remaining term of these amounts. The treated as a balloon payment which will be due and payable at the Notes maturity. This Morigage also will secure payment of these amounts. The any such action by Lender shall not be construed as curing the default to as to bar Lender from any remedy that it otherwise would have had. WARRANSY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage. The Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in the simple, free and clear of all likins and droumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance and unbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to exocute and deliver this Mortgage to Lender. Defense of Tille. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the Defense of Tille. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the interest of Lender under the Defense of all percent. In the event any action of proceeding is commenced that questions Grantor's Hile or the Interest of Lender under the Defonse of Title. Subject to the exception in the paragraph above, Grantor warrants and will forevur defend the title to the Property against the lawful claims of all persons. In the event any action of proceeding is commenced that guestions Grantor's title or the Interest of Lender under that be Moligage, Grantor shall defend the action at Grantor's expense, Grantor may be the nominal party in such proceeding, but Lender shall be refliged to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or entitled to participate in the proceeding and to be represented in the proceeding to time to permit such participation of grantor will deliver, or equivalent to Lender such instruments as Lender may request from time to time to permit such participation Biol deliver this Modese to Lender. envirously, participate in the procedury and to be represented in the procedury by course in classes, own chocks a cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation. This procedury and the proced Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws. EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Morigage. CO) Bisting Lien. The lien of this Morigage securing the indebtedness may be secondary and interior to an existing lien. Grantor expressly ED381109 LIGN. -- I NO HER OF INST MORGAGE SECURING: THE INDEDISCIONASS MAY DE SECONDARY and Intense to an existing lien. Grantor expressive cityenants and agrees to pay, or see to the payment; of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such indebteringes, or any default under any security documents for such indebtedness. covenants and agrees to pay, or see to the payment of the extaining indebtedness and to prevent any deaue or soon included any security documents for such indebtedness, or any default under any security documents for such indebtedness. Default. 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If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note ovidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any explicable grace period therein, then, at the option of Lender, the Instrument secured by this Morigage shall become immediately due and instrument is more and the option of Lender, the Instrument secured by this Morigage shall become immediately due and payable, and this Morigage shall be in default. No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which

No Modification. Grantic shart i			and Alteriation of the	e ours out of the	Page 4	
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As pristly over this Mortgage. Grantor shall neither request no	by which that agree ner	nt is modified, amenaso, or an and a security a	greement wanted	99 (002 14 ² 36 2	ding or purchase	
has priority over this Mortgage. Grantor shall neither request no ONDERNATION. The following pr Application of Not Proceeds: In lieu of condemnation. London	r accept any future adv	Ances under any such security a demnation of the Property are to Property is condemned by entit quire that all or any portion of the process of the award shall meat with the condemnation. Is field, Grantor shall promptly n batal the award. Grantor may	nent domain proceeding	ward be applied to	the indebtedness a costs, supenses,	1
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MORTGAGE (Continued)

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Intolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the banefit of oradiors, the commencement of any proceeding under any bankruptcy or insolvancy laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Oregon law, the desith of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Page 5

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Foreclosure, Forteliture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, set-help, repossession or rerectosure, romanure, etc. Commencement or toraciosure or toracity processings, whether by judicial processing, set-raip, reposses and by any other method, by any crecitor of Grantor or by any governmantal agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreleiture in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreleiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace, period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Edisting indebtedness. A default shall occur under any Edsting Indebtedness or under any instrument on the Property securing any Edsting Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor Clades or becomes incompetent. Lender, at its option, may, but shall not be required to; permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

uniconse prevent temploted in good faith deems itself insecure, she ad as the monthade same as not not of the Materia RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Londer, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due

and payable, including any prepayment penalty which Grantor would be required to pay. UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts right due and unnalid, and eonly the set proceede more and charm to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, they require any small or other user of the reperty to make payments or rem or user less droug to believe in the reme of them. Grantor's trevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Granter and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall datisfy the obligations for which the payments are made, whather or not any proper grounds for the demand existed. Lender may exarcise its

rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property phoeding foreclosure or sale, and to collect the Perits from the Property and apply the protect and preserve the Property, to operate the Property phoeding foreclosure or sale, and to collect the Perits from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a reciever.

Judicial Forectosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property. Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to

Lender after application of all amounts received from the exercise of the rights provided in this section. Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise remailey at ounctance. It clamor remains in possession of the property and unit property is sold as provided above of center otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufficiance of Lender or the purchaser of becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufficiance of Lender or the purchaser of the Property and shall, at Lender's option, either, (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately the Property and shall, at Lender's option, either, (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately

Other Remedies. Lender shall have all other rights and remedies provided in this Motigage or the Note or available at law or in equity. Sale of the Property. To the extent permitted by applicable law, Grantor hereby weives any and all right to have the property marshalled. In exercising its rights and remedies. Lender shall be free to sell all or any part of the Property togother or separately, in one sale or by separate satisfing its rights and remedies, bencer shall be more to sen and any part of the property. sates: Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sele. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least

ten (10) days before the time of the sale or disposition. Welver; Election of Remedies: A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remady shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Morigage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Morigage.

Attorneys' Fees: Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recove such sum as the court may adjudge reasonable as attorneys' fees, at trial and on any appeal. Whether or not any court action is involved, sa reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of 2 its rights shall become a part of the indebtedness payable on damand and shall bear interest from the date of expendence units repaid at the Note stusrate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and little insurance, to the extent permitted by applicable law. Grantor also will ray any court costs; in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courter, or, it mailed, shall be deemad effective when deposited in the United States mail first class, registered mail, postage prepaid, cirected to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the

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