

MORTGAGE

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DATE: October 25, 1993.

PARTIES: R. Charles Halvorsen
2110 Washburn Way
Klamath Falls, Oregon 97603

("Mortgagor")

Robert J. Halvorsen
6622 Verda Vista Way
Klamath Falls, Oregon 97603

("Mortgagee")

RECITALS:

Mortgagor and Mortgagee were tenants in common in the real property herein after described. In October of 1989 Mortgagee, by verbal agreement, conveyed his interest to the Mortgagor and the parties entered into a verbal agreement concerning the payment of the purchase price on a deferred basis. The Mortgagee has now deeded his interest in the real property to the Mortgagor and the Mortgagor desires to grant this Mortgage to the Mortgagee to protect the security interest of the Mortgagee in the real property.

AGREEMENTS:

SECTION 1. CONVEYANCE

For value received by Mortgagor from Mortgagee, Mortgagor hereby mortgages, grants, bargains, sells and conveys to Mortgagee, his successors and assigns, the following-described real property, situated in the County of Klamath, State of Oregon, to-wit:

Lot 3, Block 2, Tract 1080 WASHBURN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPT the following 2 tracts of land:

A tract of land situated in Lot 3, Block 2, as shown on the map entitled "TRACT 1080 WASHBURN PARK," a duly recorded subdivision in Klamath County, Oregon, said tract of land being more particularly described as follows:

Beginning at the Northeast corner of said Lot 3, said point being at the intersection of the Southerly right of way line of the O.C. & E. Railroad and the Westerly right of way line of Washburn Way; thence South 00 degrees 03'30" West, along said Washburn Way right of way line, 94.58 feet; thence North 89 degrees 56'30" West 161.96 feet to a point on the West line of said Lot 3; thence North 00 degrees 03'30" East 138.59 feet to a point on a curve, radius point of which bears South 06 degrees 50'01" East 356.28 feet; thence along the arc of said curve to the right (central angle equals 08 degrees 32'26" and radius equals 356.28 feet) 53.11 feet to a point on the said Southerly right of way line of the O.C. & E. Railroad, being the North line of said Lot 3; thence South 66 degrees 51'15" East 118.43 feet to the point of beginning.

AND a tract of land being a portion of Lot 3, Block 2, Tract 1080, WASHBURN PARK, a duly recorded subdivision, situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of said Lot 3, Block 2; thence South 00 degrees 03'30" West, along the West line of said Lot 3, Block 2, 25.03 feet to a 5/8 inch iron pin; thence along the arc of a curve to the right (radius point bears South 06 degrees 50' 01" East 356.28 feet and central angle = 08 degrees 32'26") 53.11 feet to a 5/8 inch iron pin on the Northerly line of said Lot 3, Block 2; thence North 66 degrees 51'15" West 57.63 feet to the point of beginning, with bearings based on said Tract 1080, WASHBURN PARK.

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together with the appurtenances now or hereafter belonging to the property, and all the rents, issues and profits arising or to arise therefrom. All property subject to this Mortgage is hereinafter referred to as the "Mortgaged Premises. Until default, Mortgagor may remain in possession of the Mortgaged Premises and may manage and collect all rents and revenues from the Mortgaged Premises.

SECTION 2. PURPOSE

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained and contained in any loan agreement, security agreement or other agreement between Mortgagor and Mortgagee, and to secure payment of a loan or loans in the principal amount of \$57,699.58 on the loan agreement between the parties made in October of 1989, together with interest payable on the unpaid balances thereof at the rate specified in the loan agreement. A specific condition of the loan agreement and a specific condition of this Mortgage is that in the event of the death of the Mortgagee, the balance of the indebtedness shall be forgiven and this Mortgage shall be satisfied upon the filing of a death certificate of the Mortgagee in the records of the Clerk of Klamath County, Oregon. All covenants and provisions of this Mortgage shall bind the successors and assigns of the parties and shall inure to the benefit of the successors and assigns of the parties.

SECTION 3. PAYMENT AND PERFORMANCE

Mortgagor will pay, when due, the indebtedness secured by this Mortgage in accordance with the terms thereof. Mortgagor will strictly perform all obligations of this Mortgage and of any loan agreement or security agreement executed in connection with the indebtedness secured by this Mortgage. Mortgagor will promptly comply with all existing or future laws, orders and regulations of all state, federal, municipal and local governments or any similar bodies affecting the Mortgaged Premises or their use.

SECTION 4. CHARGES AGAINST MORTGAGED PREMISES

4.1 Taxes and Utilities. Mortgagor will pay when due all taxes, assessments, water and other charges for utility services that may be levied, assessed or charged upon or against the Mortgaged Premises, or any part thereof. Upon request, Mortgagor shall deliver to Mortgagee evidence of payment of the taxes, assessments or other charges.

4.2 Liens and Encumbrances. Mortgagor will promptly pay and satisfy any construction liens or other encumbrances that might by operation of law or otherwise become a lien upon the Mortgaged Premises, whether or not superior to the lien of this Mortgage. Mortgagor may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Mortgagee's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Mortgagor shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien, or deposit with Mortgagee cash or a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

4.3 Insurance and Other Charges. Mortgagor will pay when due all premiums upon insurance policies on the mortgaged property, all licenses or fees legally owing by it and all rental or other charges for the use of any leased ground or premises upon which any of the Mortgaged Premises may be located.

4.4 Failure to Pay. In case of default in payment of any charges Mortgagor is required to pay pursuant to this Mortgage, Mortgagee, his successors and assigns, may, at his option pay any insurance premiums, or reinsure the Mortgaged Premises and pay all premium therefor; and pay licenses, fees, rentals, charges, taxes and/or assessments due or claimed to be due under any legislative power of authority or under any valid contract; and any amounts so paid by Mortgagee shall become part of the principal debt; and amounts so paid by Mortgagee shall bear interest at the rate of seven per cent from the date of payment.

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SECTION 5. CONDITION OF MORTGAGED PREMISES

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5.1 Repairs and Maintenance. Mortgagor will keep all improvements erected on the Mortgaged Premises in good order and repair.

5.2 First-Class Condition. Mortgagor will maintain the Mortgaged Premises in first-class condition.

5.3 Waste. Mortgagor will not permit waste of the Mortgaged Premises or do or suffer anything to be done to depreciate or impair the value of the Mortgaged Premises during the life of this Mortgage.

5.4 Changes and Alterations. Mortgagor will not make any changes in or alterations to the improvements on the Mortgaged Premises which will materially decrease the value of the same. Before making any changes in or alterations to the improvements, Mortgagor shall give notice to Mortgagee of the nature and extent of the changes or alterations and shall provide evidence of Mortgagor's ability to finance the changes or alterations.

5.5 Removal of Improvements Prohibited. Mortgagor will not remove or permit to be removed any improvements from the Mortgaged Premises, without the prior written consent of Mortgagee.

5.6 Right of Inspection. Mortgagee shall have the right to enter upon the Mortgaged Premises at all reasonable times to determine Mortgagor's compliance with this Mortgage.

SECTION 6. INSURANCE

6.1 Insurance Required. Mortgagor will keep the building improvements now erected, or which may hereafter be erected, on the Mortgaged Premises insured against loss or damage by fire with extended coverage endorsement, written by a responsible insurance company or insurance companies, satisfactory to Mortgagee in an amount satisfactory to Mortgagee, naming Mortgagor and Mortgagee insured parties as their interests may appear, and will cause to be executed and attached to all policies of insurance issued thereon a clause in form satisfactory to Mortgagee, making loss payable to Mortgagee as his interest may appear. The policy or policies of insurance shall be delivered to Mortgagee and shall contain a provision requiring at least ten (10) days' notice to Mortgagee before cancellation. Mortgagor agrees to notify Mortgagee of any casualty affecting the Mortgaged Premises.

6.2 Disposition of Insurance Proceeds. Any insurance funds paid to Mortgagee as a result of damage or loss to the Mortgaged Premises covered may, at the option of Mortgagee, be released to Mortgagor to be expended in the repair, restoration or replacement of the Mortgaged Premises so damaged or lost, or be retained by Mortgagee and be applied toward the payment of all or such of the items indebtedness secured as Mortgagee may elect. Mortgagor hereby appoints Mortgagee agent to collect all amounts payable under the policies to Mortgagor, and amounts retained by Mortgagee, after the cost of collection, shall be applied to payment of the principal sum and interest thereon, and other sums secured by this Mortgage.

SECTION 7. ASSIGNMENT OF ISSUES AND PROFITS

Mortgagor hereby assigns and transfers to Mortgagee the issues and profits, together with full power and authority to demand, sue for and collect the same in the name of Mortgagor, or in his own name, and to take possession of and manage the Mortgaged Premises or to cause a receiver to be appointed for such purpose and apply the income therefrom, after the costs of collection and management, to the reduction of the indebtedness secured hereby. However, the right to collection and management shall not apply as long as this Mortgage is in good standing.

SECTION 8. DEFAULT

8.1 Events of default. The occurrence of any one or more of the following event shall constitute a default hereunder (a Default):

(a) Mortgagor's default in the timely payment of any indebtedness

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to Mortgagee when due;

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(b) Mortgagor's failure to perform or observe all the provisions of this Mortgage;

(c) The happening of an event of default under any other agreement or security instrument between Mortgagor and Mortgagee;

(d) Mortgagor's insolvency or inability to pay his debts as they mature or Mortgagor's assignment for the benefit of creditors or filing of a voluntary petition in bankruptcy, or a voluntary petition seeking reorganization, or effecting a plan or other arrangement with creditors, or filing an answer consenting to or taking any other action indicating acquiescence in any involuntary petition pursuant to, or purporting to be pursuant to, any bankruptcy, reorganization or insolvency laws of any jurisdiction, or adjudication of Mortgagor as bankrupt or insolvent by a court of competent jurisdiction or appointment of a receiver for any substantial portion of Mortgagor's property.

8.2 Remedies on Default. If any default occurs, Mortgagee may, at his option, declare the entire unpaid balance of principal and accrued interest secured by this Mortgage immediately due and payable, together with any prepayment penalties imposed by any agreement or security agreement between Mortgagor and Mortgagee, and foreclosure proceedings may be immediately commenced. All rights and remedies of Mortgagee shall be cumulative and nonexclusive and in addition to any other right or remedy contained in this Mortgage or otherwise available under applicable law. The failure of Mortgagee to exercise any option given hereunder shall not be taken or deemed a waiver of his right to exercise his option as to any past or subsequent violation of any covenants or stipulations.

SECTION 9. ATTORNEY FEES AND OTHER COSTS

In the event suit or action is begun to foreclose this Mortgage, Mortgagor will pay, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable attorney fees in such suit or action or upon any appeal or petition for review. Mortgagor will also pay such sum as the court may adjudge reasonable for the necessary examination and search of the public records respecting the title to the mortgaged premises. The Plaintiff in such suit or action may take judgment therein for such sums. Mortgagor will pay to Mortgagee all sums, including costs, expenses and reasonable agent and attorney fees, which Mortgagee may expend or become obligated for in any proceedings, legal or otherwise, involving the title to the Mortgaged Premises, or to establish, protect or sustain the lien of this Mortgage, or its priority, or in defending against liens, claims, rights, estates, easements or restrictions, or for evidences of title to the Mortgaged Premises. Interest shall be paid to Mortgagee on all such sums at the rate then payable on the indebtedness secured hereby. This Mortgage shall stand as security for payment of these sums and interest in like manner and effect as for payment of the indebtedness secured.

SECTION 10. MISCELLANEOUS

10.1 Terminology. The word "Mortgagor" and the language of this instrument shall, where there is more than one Mortgagor, be construed as plural and be binding jointly and severally upon all Mortgagors and the word "Mortgagee" shall apply to any holder of this Mortgage.

10.2 Nonwaiver. No condition of this Mortgage shall be deemed waived unless expressly waived in writing by Mortgagee.

10.3 Notices. Whenever any notice, demand or request is required by the terms of this Mortgage or by any law now in existence or hereafter enacted, the notice, demand or request shall be sufficient if enclosed in a postpaid envelope addressed to Mortgagor at the last address actually furnished to Mortgagee, or at the Mortgaged Premises, and deposited in any post office station or letter box.

10.4 Transfer. Mortgagor shall have the right to transfer the Mortgaged Premises at any time, with or without Mortgagee's consent.

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10.5 Time of Essence. Time is of the essence of this Mortgage.

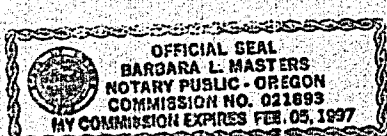
10.6 Applicable Law. This Mortgage shall be governed by the law of the State of Oregon, and any question arising hereunder shall be construed or determined according to such law.

The parties have executed this Agreement as of the date first written above.

R. Charles Halvorsen
R. Charles Halvorsen, Mortgagor

STATE OF OREGON)
) ss. January 13, 1994
County of Klamath)

Personally appeared the above-named R. CHARLES HALVORSEN and acknowledged the foregoing Mortgage to be his voluntary act and deed. Before me:



Barbara L. Masters
Notary Public for Oregon
My Commission expires: 5-5-97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Brandsness & Brandsness the 26th day
of Jan A.D., 19 94 at 3:41 o'clock P.M., and duly recorded in Vol. M94,
of Mortgages on Page 2776.

Evelyn Biehn, County Clerk
By Barbara L. Masters

FEE \$30.00