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## RECORDATION REQUESTED BY:

WESTERN BANK  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

## WHEN RECORDED MAIL TO:

WESTERN BANK  
421 South 7th Street  
P.O. Box 669  
Klamath Falls, OR 97601-0322

## SEND TAX NOTICES TO:

Robert L. Goodell and Patricia A. Goodell  
1601 Laverne  
Klamath Falls, OR 97603

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED JANUARY 10, 1990, between Robert L. Goodell and Patricia A. Goodell, Husband and Wife, whose address is 1601 Laverne, Klamath Falls, OR 97603 (referred to below as "Grantor"); and WESTERN BANK, whose address is 421 South 7th Street, P.O. Box 669, Klamath Falls, OR 97601-0322 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Klamath County, State of Oregon (the "Real Property"):

PARCEL 1: A portion of Tract 90, Enterprise Tracts, more particularly described as follows: Beginning at a point on the East line of said Tract 90, 30 feet North of the Southeast corner of said tract; thence West 688.6 feet, more or less, to the East boundary of a tract of land conveyed to J. L. Lee by deed recorded August 16, 1909, in Deed Volume 28 page 17, thence North along the East boundary of said Lee Tract to the Southerly boundary of the Great Northern Railway right of way; thence Southeasterly along the Southerly boundary of said right of way to its intersection with the East boundary of said Tract 90; thence South to the point of beginning. PARCEL 2: All of Block 1 and Lots 1, 2, 3, 4, 5, 6 and 7 in Block 2 of Ewauna Park, EXCEPTING THEREFROM a 40 foot strip of land along the railroad as deeded by deed recorded in Deed Volume 284 page 106, Klamath County, Oregon according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The Real Property or its address is commonly known as 1601 Laverne, Klamath Falls, OR 97603.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Oregon Uniform Commercial Code.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means Robert L. Goodell and Patricia A. Goodell. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation all guarantors, sureties, and accommodation parties.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor or any one or more of them, whether arising now or later, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means WESTERN BANK, its successors or assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated January 10, 1990, in the original principal amount of \$100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is January 10, 1995. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegotiation.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 24th day  
of Jan. A.D., 19 95 at 11:03 o'clock A. M., and duly recorded in Vol. M95  
of Mortgages on Page 1614

Bernetha G. Letsch, County Clerk

By Pauline M. Anderson

FEE \$15.00