Vol. <u>M97</u> Page 22

Mutual of New York One Mid Rivers Dr Suite 120 St Peters Mo 63376 97 JAN 27 AND:23

Loan No. 12320 Loan No. 12321 Loan No. 12322

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31828 Return to:

COMMON DEFAULT AGREEMENT

K-50087

Agreement made this <u>24</u> day of January, 1997, by and between LARRY D. OLSON and ELIZABETH L. OLSON, husband and wife (hereinafter collectively referred to as the "Borrowers") and THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK (hereinafter referred to as "Lender").

RECITALS

A. Lender is the owner and holder of certain Promissory Note, in the original principal amount of One Million Three Hundred Fifty Thousand and 00/100 Dollars (\$1,350,000.00), evidencing MONY Loan No. 12320, made by Borrowers and dated January 24, 1997, which said Note is secured by a Oregon Real Estate Mortgage And Security Agreement of even date therewith, encumbering certain real and personal property situated in Lake County, Oregon, as more particularly described therein, which said Mortgage was recorded on _______, 1997, in Official Records Book ______, Page _____, as Record No. ______, in the Office of the Recorder of Lake County, Oregon;

B. Lender is the owner and holder of certain Promissory Note, in the original principal amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00), evidencing MONY Loan No. 12321, made by Borrowers and dated January 2.4, 1997, which said Note is secured by a Oregon Real Estate Mortgage And Security Agreement of even date therewith, encumbering certain real and personal property situated in Klamath County, Oregon, as more particularly described therein, which said Mortgage was recorded on January 27, 1997, in Official Records Book <u>1997</u>, Page <u>2246</u>, as Record No. ______, in the Office of the Recorder of Klamath County, Oregon;

C. Lender is the owner and holder of certain Promissory Note, in the original principal amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00), evidencing MONY Loan No. 12322, made by Borrowers and dated January 2^{-11} , 1997, which said Note is secured by a Oregon Real Estate Mortgage And Security Agreement of even date therewith, encumbering certain real and personal property situated in Klamath County, Oregon, as more particularly described therein, which said Mortgage was recorded on <u>January 27</u>, 1997, in Official Records Book <u>mathematication</u>, Page <u>22.62</u>, as Record No. ______, in the Office of the Recorder of Klamath County, Oregon;

D MONY Loan No. 12320, MONY Loan No. 12321 and MONY Loan No. 12322, were made by Lender on the express condition that the Notes evidencing MONY Loan No. 12320, MONY Loan No. 12321 and MONY Loan 12322, and the Mortgages securing said loans, be tied together with a common default agreement.

NOW THEREFORE, in consideration of the extension of credit by Leader to the Borrowers, the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers hereby agree with Lender as follows:

Anything in the Notes and Mortgages evidencing and securing the aforesaid loans to the contrary notwithstanding, upon default in the repayment of the indebtedness of any of the above identified Notes, or upon default in the performance of any covenant, agreement, term, or condition of any of the three above identified Mortgages, which is not cured within the applicable notice and cure period provided in

such Notes or Mortgages, the Holder of the Notes and Mortgages shall have the option of maturing the indebtedness evidenced by all three said Notes and foreclosing all three of its Mortgages, even though the one of other Notes be not then in default.

Except as herein above modified, the above identified Notes and Mortgages, remain in full force and effect and the Borrowers hereby ratify and confirm all the terms, conditions, and obligations of the above identified Notes and Mortgages.

This agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

BORROWERS

Elizabeth L. Olson

LENDER

The Mutual Life Insurance Company of New York

Brown Quy David I

Assistant Director of Agricultural Investments

STATE OF OREGON

M. Brown

Assistant Secretary

Attest:

COUNTY OF Multnons

This instrument was acknowledged before me on the Larry D. Olson and Elizabeth L. Olson, husband and wife.

1997. by day of

Notary I

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My Commission Expires: Printed Name of Notary:

STATE OF MISSOURI

COUNTY OF ST. CHARLES

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On this $2n^{\prime\prime}$ day of $12n^{\prime}$ and 1997, before me, the undersigned, a Notary Public in and for the State of Missouri, duly commissioned and sworn, personally appeared David L. Brown and David M. Brown to me known to be a Assistant Director of Agricultural Investments and Assistant Secretary, respectively, of The Mutual Life Insurance Company of New York, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Sharm n Speak

Notary Public, State of Missouri My Commission Expires:

Printed Name of Notary

2280

SHARON M. SPRAR Notary Public. - Notary Seal STATE OF MISSOURI St. Charles County My Commission Expires: Dec. 7, 1998

STATE	Page 3 of 3 pages OF OREGON : COUNTY OF KLAMATH: 55.	
Filed for	Trecord at request of	
	of <u>Mortgages</u> o'clock <u>A-M.</u> and duly recorded in Vel. <u>M97</u>	ay.
FEE	by Bernetha G. Letsch. County Cierk	