

State of Oregon, County of Klamath

Recorded 07/13/05 8:36a m

Vol M05 Pg 53390-92

Linda Smith, County Clerk

Fee \$ 3.00 # of Pgs 3

2100 opa

**MORTGAGE**

0999483423

I (we), the undersigned AARON R SMITH and GWEN SMITH (hereafter "Mortgagor" whether one or more), whose address is 206 GAGE RD, KLAMATH FALLS, OR 97601, do hereby mortgage and warrant to NORTHWEST FIRST CHOICE INC (hereafter "Mortgagee"), whose address is 6103 NE ST JAMES RD STE A, VANCOUVER, WA 98663

, its successors and assigns, that real estate and the improvements thereon situated in the County

of Klamath, State of Oregon, and legally described as:

SEE EXHIBIT A

(hereafter the "premises") to secure payment of a certain Oregon Home Improvement Retail Installment Contract, dated June 9, 2005, having an Amount Financed of \$ 7068, together with finance charges described therein (hereafter the "indebtedness"). Unless sooner paid, the indebtedness secured by this Mortgage will mature on June 9, 2015.

The Mortgagor covenants with the Mortgagee, while this Mortgage remains in force, as follows:

1. To pay the indebtedness represented by the above-described Oregon Home Improvement Retail Installment Contract, together with all finance charges described therein, in the time and manner therein provided.
2. To pay all taxes, assessments, water rates and other charges that may be levied or assessed upon or against the premises within 30 days after the same shall become due and payable.
3. To keep all the improvements erected on the premises continually intact and in good order and repair and to permit or suffer no waste of said premises.

If default shall be made in the payment of the indebtedness or any part thereof, or in the performance of any of the covenants and agreements contained in said Oregon Home Improvement Retail Installment Contract and/or herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible if the Mortgagee so

3/21/08

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In the event the ownership of the premises or any part thereof becomes vested in a person other than the Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this Mortgage and the indebtedness hereby secured in the same manner as with the Mortgagor, without in any manner vitiating or discharging the Mortgagor's liability hereunder, or the liability for the indebtedness hereby secured.

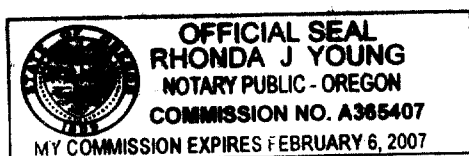
Mortgagor hereby waives any and all rights Mortgagor may have pursuant to Oregon Revised Statutes Section 88.040 commonly referred to as the "One Action Rule." Mortgagee may take action against Mortgagor and with respect to any security given by Mortgagor to Mortgagee under this Mortgage, the Oregon Home Improvement Retail Installment Contract or otherwise in any order or simultaneously as Mortgagor may deem prudent.

Mortgagor hereby waives all homestead exemptions relating to the premises to which Mortgagor may be entitled under the constitution and laws of the State of Oregon and of the United States of America.

In the event of any breach of the foregoing covenants, Mortgagee shall be entitled to all available remedies under Oregon law, including, without limitation, foreclosure of this Mortgage.

**Payment of this Mortgage is subject to the terms of a home improvement installment contract of even date between Mortgagor and Mortgagee.**

Dated this 9 day of June, 2005.



x Aaron Ray Smith  
Mortgagor

x Gwen Smith  
Mortgagor

STATE OF OREGON  
COUNTY OF Klamath ) SS:

The foregoing instrument was acknowledged before me this 9 day of June, 2005, by AARON R. Smith & GWEN Smith, the above-designated Mortgagor(s).

MY COMMISSION EXPIRES 2-6-07.

Rhonda J. Young  
NOTARY PUBLIC  
NOTARY PRINTED NAME

This instrument prepared by:

Kathy Mesick

Amerifirst Home  
Improvement Finance Co  
4405 S. 96th St.  
Omaha, NE 68127

Please return recorded document to:

pt. Kathy Mesick

Amerifirst Home  
Improvement Finance Co  
4405 S. 96th St  
Omaha, NE 68127

EXHIBIT A

Beginning at a point 830 feet North and 215 feet West of the corner common to Sections 19, 20, 29 and 30 in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence, West 100 feet; thence South 150 feet; thence East 100 feet; thence North 150 feet to the place of beginning, in the SE1/4 SE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

TAX PARCEL #R439118