

2006-019435

Klamath County, Oregon



09/27/2006 10:10:16 AM

Fee: \$31.00

Please return recorded document to:
AmeriFirst Home Improvement Finance Co.
4405 South 96th Street
Omaha, NE 68127

MORTGAGE

pg. 1

I (we), the undersigned WILLIAM HERYFORD and JANET AVILA (hereafter "Mortgagor" whether one or more), whose address is 576 MILLER ISLAND RD, KLAMATH FALLS, OR 97603 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

998033955

, its successors and assigns, that real estate and the improvements thereon situated in the County of Klamath, State of Oregon, and legally described as:

~~Tax Parcel # R585209~~

~~Legal description~~ SEE EXHIBIT A ~~pg. 3~~

(hereafter the "premises") to secure payment of a certain Oregon Home Improvement Retail Installment Contract, dated June 28, 2006, having an Amount Financed of \$ 6397, together with finance charges described therein (hereafter the "indebtedness"). Unless sooner paid, the indebtedness secured by this Mortgage will mature on 8-11-2013

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 elects, without notice of such election except as may be required by law.

MORTGAGE PAGE 2

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 28 day of June, 2006. William Heryford

X William Heryford
Mortgagor

X Janet Avila
Mortgagor
Janet Avila

STATE OF OREGON
COUNTY OF Klamath } SS:

The foregoing instrument was acknowledged before me this 28 day of JUNE, 2006, by William Heryford & Janet Avila, the above-designated Mortgagor(s).

MY COMMISSION EXPIRES 2-6-07.

Rhonda J. Young
NOTARY PUBLIC
RHONDA J. YOUNG
NOTARY PRINTED NAME

This instrument prepared by:

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

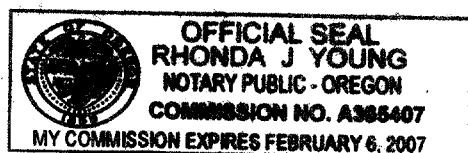


EXHIBIT A pg. 3

A parcel of land being a portion of the NE 1/4 NW 1/4 Section 29, Township 39

South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 40 feet South and 659.4 feet East of the Northwest corner of the NE 1/4 NW 1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South 1,280 feet, more or less, to the South line of said NE 1/4 NW 1/4; thence East along the South line of the said NE 1/4 NW 1/4 329.7 feet; thence North 1,280 feet, more or less, to the South line of the Miller Island Road; thence West along the South line of said road, 329.70 feet to the point of beginning.

TAX PARCEL #R585209