

**2018-005014**  
**Klamath County, Oregon**  
04/24/2018 12:17:01 PM  
Fee: \$52.00

After recording, return to:  
Key Lending LLC  
11115 Justin Park Drive  
Sandy, UT 84092

## **MORTGAGE**

This Mortgage is made by CROSS COUNTRY EQUITY LLC, a Utah Limited Liability Company with an address of 3138 North 1250 West, Pleasant View UT 84414, ("Mortgagor"), to Key Lending, LLC located at 11115 Justin Park Drive – Sandy UT 84092 ("Mortgagee").

Mortgagor is indebted to Mortgagee in the principal sum of \$ 42,139.67 payable as provided in a certain promissory note dated April 13, 2018. The terms and conditions of such promissory note are incorporated herein by reference.

Therefore, to secure the payment of the above indebtedness, Mortgagor hereby mortgages and conveys to Mortgagee all the following real estate:

The land referred to herein below is situated in the County of Klamath, State of Oregon, and is described as follows:

Lot 12, Block 304, Darrow Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

**TAX ID: R633363**

**COMMON ADDRESS: 2327 White Avenue – Klamath Falls OR 97601**

Subject to all valid easements, rights of way, covenants, conditions, reservations and restrictions of record, if any.

To have and to hold the same, together with all the buildings, improvements and appurtenances belonging thereto, if any, to the Mortgagee and Mortgagee's heirs, successors and assigns forever.

Mortgagor covenants with Mortgagee that:

1. Mortgagor will promptly pay the above indebtedness when due;
2. Mortgagor will promptly pay and discharge all real estate taxes, assessments and charges assessed upon the property when due, and in default thereof, Mortgagee may pay the same and such amounts will also be secured by this Mortgage;
3. Mortgagor will keep the buildings and improvements on the property, if any, insured against loss by fire and other casualty in the name of Mortgagee in such an amount and with such company as shall be acceptable to Mortgagee, and in default thereof, Mortgagee may effect such insurance and such amounts will also be secured by this Mortgage;
4. Mortgagor will neither make nor permit any waste upon the property and will maintain the property and any improvements in good repair;
5. Mortgagor will not remove or demolish any building or improvement on the property without the consent of Mortgagee;
6. If Mortgagor shall sell, convey or transfer, voluntarily or involuntarily, all or any interest in the above property, Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable;
7. Mortgagor hereby assigns to Mortgagee all rents and profits of the property, if any, as additional security for the above indebtedness;
8. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this Mortgage; and
9. Mortgagor will warrant and defend the title to the property against the lawful claims and demands of all persons.

If any payment required under such promissory note is not paid when due, or if default shall be made by Mortgagor in the performance of any agreement, term or condition of this Mortgage or such promissory note Mortgagee may, at its option, declare the entire indebtedness secured hereby to be immediately due and payable and may enforce payment of such indebtedness by foreclosure of this Mortgage or otherwise, in the manner provided by law. Mortgagor shall pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee by reason of Mortgagor's default.

Provided, however, that if Mortgagor shall pay the above indebtedness and faithfully perform all agreements, terms and conditions of this Mortgage and such promissory note, then this Mortgage shall be null and void.

The rights and remedies of Mortgagee herein are cumulative, not exclusive, and are in addition to all other rights and remedies available to Mortgagee at law or equity. Failure of Mortgagee to exercise any right or remedy at any time shall not be a waiver of the right to exercise any right or remedy on any future occasion.

If any provision of this Mortgage shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Mortgage is made upon the STATUTORY CONDITION, for any breach of which Mortgagee will have the STATUTORY POWER OF SALE, if existing under applicable law.

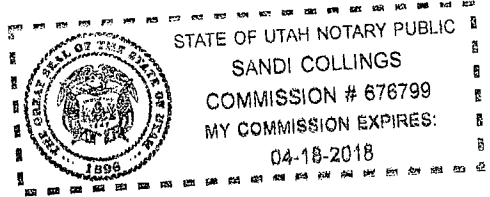
EXECUTED THIS 13 day of April, 2018.

  
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Cross Country Equity LLC  
By KELLY HEITZ, Manager


STATE OF UTAH)  
  
COUNTY OF WEBER)

On April 13, 2018 personally appeared before me KELLY HEITZ, who is the manager of CROSS COUNTRY EQUITY, LLC the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they execute the same on behalf of said limited liability company.

  
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Notary Public



I CERTIFY THAT THIS MORTGAGE WAS PREPARED BY KELLY HEITZ, MANAGER OF CROSS COUNTRY EQUITY, LLC ONE OF THE PARTIES TO THIS TRANSACTION.

  
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KELLY HEITZ