

87- 2911

SHORT FORM MORTGAGE
of
PIONEER TRUST BANK, N.A.
87- 6790

0141-1204

February 10, 1987

0143-2951

LEWIS B. HUFF and DORIS J. HUFF

Salem, Oregon

Mortgagor

Address

PIONEER TRUST BANK, N.A., Mortgagee ("Lender"), Salem, Oregon

The Lender has loaned Mortgagor

(Borrower)

\$ 460,000.00, which is repayable with interest according to the terms of a promissory note dated the same as this mortgage, under which the final payment of principal and interest is due on or before fifteen years from the date. The term "Indebtedness" as used in this mortgage shall mean (a) the principal, interest and other amounts payable under the note and under any extensions and renewals of the note, (b) any future amounts, together with interest, that the Lender may, in its discretion, loan to Borrower or Mortgagor under this mortgage and any extensions and renewals, and (c) any sums paid or advanced by the Lender to discharge obligations of Mortgagor as permitted under this mortgage, with interest.

To secure payment of the indebtedness and performance of all obligations of Mortgagor under this mortgage, Mortgagor mortgages to the Lender on the terms set out below the following property in Deschutes County, State of Oregon:

See Attached Exhibit A

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT AMOUNT TO \$460,000.00.

together with all appurtenances, all existing or subsequently erected or affixed improvements or fixtures, and, unless this mortgage is being given to secure an extension of consumer credit requiring disclosures under the Federal Truth-in-Lending Act, Mortgagor also hereby grants to Lender a Uniform Commercial Code security interest in all equipment, furnishings and other articles of personal property now or subsequently located on or used in connection with the property; all of the foregoing is collectively referred to as the Property.

1. WARRANTY; DEFENSE OF TITLE.

1.1 Mortgagor warrants that he holds merchantable title to the Property in fee simple, free of all encumbrances other than (a) those enumerated in the title policy, if any, issued for the benefit of the Lender in connection with this transaction and accepted by the Lender; and (b) the encumbrances described as:

none

(hereinafter referred to as "Permitted Encumbrances").

1.2 Mortgagor warrants and will forever defend the title against the lawful claims, other than Permitted Encumbrances, of all persons. In the event any action or proceeding is commenced that questions Mortgagor's title or the interest of the Lender under this mortgage, Borrower shall defend the action at Borrower's expense.

1.3 If any Permitted Encumbrance is a lien, Borrower shall pay any sums and do any other acts necessary to prevent a default or prevent any action or condition which, with the lapse of time, the giving of notice, or any other action of a creditor, would be a default or enable any creditor to declare a default or foreclose any Permitted Encumbrance which is a lien.

2. UNIFORM PROVISIONS.

2.1 Mortgagor and Lender hereby expressly adopt and incorporate by reference into this mortgage and agree to be bound by paragraphs 2 through 19, hereafter referred to as Uniform Provisions, contained in the Master Form Mortgage of Pioneer Trust Company, recorded in Oregon as follows:

DESCHUTES COUNTY TITLE CO.
P. O. BOX 323
BEND, OREGON 97701

County
Marion
Polk
Deschutes

Date of Record
February 25, 1986
February 26, 1986
February 12, 1987

Book or Reel
Reel 445
Book 182
Book 141

Pages
248
1172 to 1182

0141-1205

Mortgagor and Lender agree that all references to Property, Mortgagor, Borrower, Lender and Note contained in the Uniform Provisions shall be construed to mean the Property, Mortgagor, Borrower, Lender and Note contained herein. Furthermore, Mortgagor acknowledges receipt of a copy of the complete text of the Master Form Mortgage of Pioneer Trust Company which contains all of the Uniform Provisions.

3. FORM OF NOTE.

The note secured by this mortgage includes the following provisions [check applicable box]:

- ☒ [X] fixed interest rate which may, at Lender's option, be adjusted on default;
☐ [] variable interest rate which may, at Lender's option, be further adjusted on default; and
☐ [] other:

4. SPECIAL PROVISIONS.

0143-2952

Duly executed.

Lewis B. Huff
Mortgagor

Doris J. Huff
Mortgagor

STATE OF OREGON.

County of Marion

February 12, 1987

Personally appeared the above named

Lewis B. Huff and Doris J. Huff

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL)

James H. Hoekstra

Notary Public for Oregon

My commission expires: 2/14/89

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____, and

each for himself and not one for the other, did say that the former is the

_____ president and that the latter is the

_____ secretary of _____

_____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(SEAL)

SHORT FORM MORTGAGE
of

Pioneer Trust Bank, N.A.
Salem, Oregon

TO: Lewis B. Huff and
Doris J. Huff

After Recording Return To
Pioneer Trust Bank, N.A.
P.O. Box 2305
Salem, OR 97308

ATTN: JHoekstra

(This Space Reserved For Recording Information)

0143-8021

0141-1205

EXHIBIT A

0141-1206
0143-2953

PARCEL I: That portion of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section Twenty-two (22), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE ELEVEN (11) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, which is described as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 22, TOWNSHIP 18 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon; thence South 23° 43' 15" East, 826.29 feet; thence South 69° 45' 45" West, 305.00 feet; thence North 79° 45' 45" West, 300.00 feet; thence South 73° 09' 15" West, 855.00 feet; thence North 75° 35' 45" West, 276.00 feet to the West line of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of said Section 22; thence along said West line, North 00° 48' 25" East, 995.28 feet to the Northwest corner of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of said Section 22; thence along the North line of said Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4), South 89° 40' 45" East, 1320.63 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the right of way of the Century Drive Highway, formerly known as the Century Drive Market Road, as the same is now laid out and established over the Northwestern corner of said Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of said Section 22.

PARCEL II: That portion of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section Twenty-two (22), TOWNSHIP EIGHTEEN (18) SOUTH, RANGE ELEVEN (11) EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, which is described as follows:

Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 22, TOWNSHIP 18 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon; thence South 89° 49' 30" East, 362.43 feet along the North line of said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4); thence South 11° 15' 45" East, 200.00 feet; thence South 51° 16' 10" East, 561.91 feet; thence South 00° 30' 45" East, 80.00 feet; thence South 17° 44' 15" West, 417.00 feet; thence South 69° 45' 45" West, 108.00 feet; thence North 23° 43' 15" West, 826.29 feet to the POINT OF BEGINNING.

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

87 APR -7 AM 11:49
MARY SUE PENHOLLOW
COUNTY CLERK

BY: *P. Leck* DEPUTY
NO. 87-6790 FEE 13-
DESCHUTES COUNTY OFFICIAL RECORDS

STATE OF OREGON) ss.
COUNTY OF DESCHUTES)

I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1987 FEB 17 PM 3:36
MARY SUE PENHOLLOW
COUNTY CLERK

BY: *P. Leck* DEPUTY
NO. 87-2911 FEE 13-
DESCHUTES COUNTY OFFICIAL RECORDS