

UNOFFICIAL COPY

THIS INSTRUMENT IS A COPY OF THE ORIGINAL INSTRUMENT FILED IN THE PUBLIC RECORDS OF THE COUNTY OF CLATSOP, OREGON, ON [DATE], AND IS NOT A COPY OF THE ORIGINAL INSTRUMENT.

THIS INSTRUMENT IS A COPY OF THE ORIGINAL INSTRUMENT FILED IN THE PUBLIC RECORDS OF THE COUNTY OF CLATSOP, OREGON, ON [DATE], AND IS NOT A COPY OF THE ORIGINAL INSTRUMENT.

THIS INSTRUMENT IS A COPY OF THE ORIGINAL INSTRUMENT FILED IN THE PUBLIC RECORDS OF THE COUNTY OF CLATSOP, OREGON, ON [DATE], AND IS NOT A COPY OF THE ORIGINAL INSTRUMENT.

THIS INSTRUMENT IS A COPY OF THE ORIGINAL INSTRUMENT FILED IN THE PUBLIC RECORDS OF THE COUNTY OF CLATSOP, OREGON, ON [DATE], AND IS NOT A COPY OF THE ORIGINAL INSTRUMENT.

BALLOON NOTE

THE MORTGAGE COVENANTS:

Fifty one thousand six hundred dollars & 0/100

The following is a copy of the original instrument filed in the public records of the County of Clatsop, Oregon, on [DATE], and is not a copy of the original instrument.

The following is a copy of the original instrument filed in the public records of the County of Clatsop, Oregon, on [DATE], and is not a copy of the original instrument.

The following is a copy of the original instrument filed in the public records of the County of Clatsop, Oregon, on [DATE], and is not a copy of the original instrument.

The following is a copy of the original instrument filed in the public records of the County of Clatsop, Oregon, on [DATE], and is not a copy of the original instrument.

The following is a copy of the original instrument filed in the public records of the County of Clatsop, Oregon, on [DATE], and is not a copy of the original instrument.

The following is a copy of the original instrument filed in the public records of the County of Clatsop, Oregon, on [DATE], and is not a copy of the original instrument.

The following is a copy of the original instrument filed in the public records of the County of Clatsop, Oregon, on [DATE], and is not a copy of the original instrument.

The following is a copy of the original instrument filed in the public records of the County of Clatsop, Oregon, on [DATE], and is not a copy of the original instrument.

92364948

1992 JUL 2 AM 11:05

LEGAL DESCRIPTIONS ATTACHED HERETO & MADE A PART HEREOF

52364948

73-65-177

B# 1213033-177

Vice Mart John

Handwritten initials

11 08

Handwritten mark

Mortgage

DUPLICATE

UNOFFICIAL COPY

F. That if all or any part of the property or any interest therein is sold or transferred by Mortgagor without the prior written consent of Mortgagee, including but not limited to the creation of a lien or encumbrance subordinate to this mortgage, for the purpose of a purchase money mortgage, or for the purpose of a transfer by devise, descent, or by operation of law upon the death of a mortgagor or of the grant of any easement or interest in the years or years and months containing an option to purchase, Mortgagee may, at Mortgagee's option, declare without notice all of the sums secured by this mortgage to be immediately due and payable.

Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is sold or transferred in an agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee's successor has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this mortgage and the note securing it.

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor or interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include forbearing to sue or extending the time for payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or the debt hereby secured.

G. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be held under control of a trustee in any court, or if the Mortgagor abandon any of said property, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

H. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien, which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

I. In case the mortgaged property or any part thereof shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, to the repair or restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof to pledge said rents, issues and profits on a parity with said real estate and secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest, and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam the prior or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits when collected may be applied before as well as after the sale, towards the payment of the indebtedness. Costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree, whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be notified by the appointment or entry in possession of a receiver but he may elect to terminate any lease prior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or of any obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as or as often thereafter as may be necessary.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 30th

day of April, A.D. 19 92

Victory Zavala (SEAL)
Victory Zavala
Martha Gomez (SEAL)
Martha Gomez

Irene Zavala (SEAL)
Irene Zavala
Lourdes Ordaz (SEAL)
Lourdes Ordaz
Dora Ordaz
Dora Ordaz

I, The Undersigned, a Notary Public in

STATE OF ILLINOIS }
COUNTY OF LAKE } ss.

Victor Zavala and Irene Zavala, his wife, as joint tenants. As to parcel #1
Martha Gomez, married to Juan Ordaz, and Lourdes Ordaz, a spinster and Dora Ordaz, a spinster,
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT as joint tenants. As to Parcel #2

personally known to me to be the same person whose name is subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument

as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

rights under any homestead, exemption and valuation laws

GIVEN under my hand and Notarial Seal, this 30th day of April, A.D. 19 92

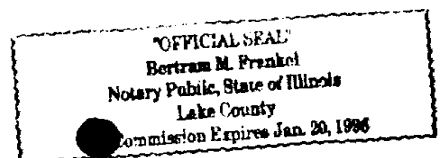
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

Prepared By
#301
#302

emilto

BUN



02306948