

THE MORTGAGOR

JUCKELAND MOTORS, INC., an Oregon Corporation

hereby mortgage to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, a Federal Corporation, hereinafter called "Mortgagee," the following described real property, situated in Klamath County, State of Oregon, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits thereof, to-wit:

All the following described real property situate in Klamath County, Oregon:

A tract of land within Government Lots 6 and 7 in Section 33 Township 38 South, Range 9 E. W. M., described as follows:

Beginning at a point on the Westerly line of the Southern Pacific Company right of way, which point was previously described as being on the Westerly line of the Station Grounds of the Central Pacific Railway and distant Southerly 559 feet from the iron pin which marked the intersection of said Westerly line with the Southwesterly line of South Sixth Street in the deed from Ewauna Box Company to Weyerhaeuser Timber Company, dated November 30, 1948, recorded November 30, 1948, Vol. 227 of Deeds, page 47, under File No. 44948, Records of Klamath County, Oregon, said point of beginning being marked by a 1½ inch iron pipe, and said point of beginning being also the Northeast corner of that certain tract conveyed by Weyerhaeuser Timber Company to the City of Klamath Falls by deed dated December 17, 1959, and recorded in Vol. 318 of Deeds, page 463, records of Klamath County, Oregon; thence continuing along the Westerly right of way line of the Southern Pacific Company (formerly Central Pacific Railway) South 0 deg. 23' East (cont. on back

together with all heating apparatus (including firing units), lighting, plumbing, water, heater, venetian blinds, and other fixtures which now are or hereafter may be attached to or used in connection with said premises and which shall be construed as part of the realty, to secure the payment of a certain promissory note executed by the above named mortgagors for the principal sum of One Hundred Thirty Thousand and No/100-----

Dollars, bearing even date, principal, and interest being payable in monthly installments of \$.970.00

on or before the 10th day of each month

commencing November 10th, 1966

and to secure the payment of such additional money, if any, as may be loaned hereafter by the mortgagee to the mortgagor or others having an interest in the above described property as may be evidenced by a note or notes. If the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by it upon any of said notes, or part of any payment on one note and part on another, as the mortgagee may elect.

The mortgagor covenants that he will keep the buildings now or hereafter erected on said mortgaged property continuously insured against loss by fire or other hazards, in such companies as the mortgagee may direct, in an amount not less than the face of this mortgage, with loss payable first to the mortgagee to the full amount of said indebtedness and then to the mortgagor; all policies to be held by the mortgagee. The mortgagor hereby assigns to the mortgagee all right in all policies of insurance carried upon said property and in case of loss or damage to the property insured, the mortgagee hereby appoints the mortgagor as his agent to settle and adjust such loss or damage and apply the proceeds, or so much thereof as may be necessary, in payment of said indebtedness. In the event of foreclosure all right of the mortgagor in all policies then in force shall pass to the mortgagee thereby giving said mortgagee the right to assign and transfer said policies.

The mortgagor further covenants that the building or buildings now on or hereafter erected upon said premises shall be kept in good repair, not altered, extended, removed or demolished without the written consent of the mortgagee, and to complete all buildings in course of construction or hereafter constructed thereon within six months from the date hereof or the date construction is hereafter commenced. The mortgagor agrees to pay, when due, all taxes, assessments, and charges of every kind levied or assessed against said premises, or upon this mortgage or the note and/or the indebtedness which it secures or any transactions in connection therewith or any other lien which may be adjudged to be prior to the lien of this mortgage or which become a prior lien by operation of law; and to pay premiums on any life insurance policy which may be assigned as further security to mortgagee; that for the purpose of providing regularly for the prompt payment of all taxes, assessments and governmental charges levied or assessed against the mortgaged property and insurance premiums while any part of the indebtedness secured hereby remains unpaid, mortgagor will pay to the mortgagee on the date installments on principal and interest are payable an amount equal to 1/12 of said yearly charges.

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any other right or remedy herein given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and shall bear interest in accordance with the terms of a certain promissory note of even date herewith and be repayable by the mortgagor on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein or contained in the application for loan executed by the mortgagor, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed.

The mortgagor shall pay the mortgagee a reasonable sum as attorneys fees in any suit which the mortgagee defends or prosecutes to protect the lien hereof or to foreclose this mortgage; and shall pay the cost of abstracting records and abstracting same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof and the income, rents and profits therefrom.

The mortgagor consents to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Words used in this mortgage in the present tense shall include the future tense; and in the masculine shall include the feminine and neuter genders; and in the singular shall include the plural; and in the plural shall include the singular.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

Dated at Klamath Falls, Oregon, this 18th day of May, 1966
JUCKELAND MOTORS, INC.,
an Oregon Corporation, By:

[Signature] (President)
[Signature] (Secretary)

STATE OF OREGON
County of Klamath

THIS CERTIFIES, that on this _____ day of _____

A. D., 19____, before me, the undersigned, a Notary Public for said state personally appeared the within named _____

to me known to be the identical person described in and who executed the within instrument and acknowledged to me that _____ executed the same freely and voluntarily for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon.
My commission expires: _____

a distance of 133.4 feet to a point marked by a 3/4 inch iron pipe at the Southeast corner of said tract conveyed to the City of Klamath Falls; thence North 55 deg. 22' West a distance of 647.61 feet to a 3/4 inch iron pipe at the Southwest corner of said tract conveyed to the City of Klamath Falls, and the True point of beginning of the tract herein described; thence North 34 deg. 38' East a distance of 109.25 feet to a 1 1/2 inch iron pipe at the Northwest corner of said tract conveyed to the City of Klamath Falls; thence continuing North 34 deg. 38' East a distance of 105 feet, more or less, to the Southeast corner of that certain tract conveyed by Weyerhaeuser Timber Company to the State of Oregon by deed dated December 2, 1955; thence North 55 deg. 46' 30" West along the South line of the last said tract a distance of 350 feet, more or less, to the Easterly line of that certain tract heretofore conveyed by Weyerhaeuser Timber Company to Crater Lake Machinery Company by deed dated August 17, 1950; thence South 34 deg. 38' West along said Easterly line to the Southeast corner of the last said tract; thence Southeasterly a distance of 122.31 feet, as measured along the arc of a curve to the left, having a radius of 911.87 feet, the long chord of which is South 47 deg. 13' 30" East a distance of 122.18 feet, to its intersection with the Northerly right of way line of the Oregon, California and Eastern Railway; thence South 51 deg. 04' East along said Northerly right of way line a distance of 230.62 feet to the Southwest corner of that certain tract of land designated as Parcel 3, as described in the aforesaid deed from Ewauna Box Company to Weyerhaeuser Timber Company recorded November 30, 1948, in Vol. 227 of Deeds, page 47; thence North 34 deg. 38' East along the Northwestern line of said Parcel 3 a distance of 410 feet, more or less, to the true point of beginning; EXCEPTING therefrom the Southeasterly 60 feet of even width, measured at right angles from the Southeasterly line of the above described tract.

MORTGAGE

• Mortgages

-To-
FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF
KLAMATH FALLS
Klamath Falls, Oregon

Mortgagee

STATE OF OREGON }
County of Klamath }

Filed for record at the request of mortgagee on

May 13 1966
at 10:00 minutes past 5 o'clock P.M.

and recorded in Vol. 41-66 of Mortgages.

page 5169 Records of said County

By Notary Public County Clerk

Deputy

Mail to

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF KLAMATH FALLS
Klamath Falls, Oregon

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On this 13th day of November 19 66, before me appeared H. O. Juckeland and H. F. Smith, who being duly sworn, did say that he the said H. O. Juckeland is the President, and he, the said H. F. Smith is the Secretary of JUCKELAND MOTORS INC., the within named Corporation and that the said instrument was signed in behalf of said Corporation by the authority of its Board of Directors and the said H. O. Juckeland and H. F. Smith acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon
My commission expires 1/10/67