

8678

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1 Know all men by these presents, that Lower Klamath Seed Company,
 2 a registered Oregon company, for and in consideration of the sum
 3 One Hundred Thirty Thousand Dollars to use in hand paid by Butte
 4 Valley Farms, a California corporation, receipt whereof is hereby
 5 acknowledged, do hereby bargain, sell, assign and transfer unto
 6 the said Butte Valley Farms as its exclusive property until pay-
 7 ment in full of the note hereinafter mentioned, the following
 8 described personal property, the same being owned by us and in
 9 possession, to-wit: All of the potatoes now planted and growing
 10 and to be planted and grown during the 1966 season on the real
 11 property in Klamath County, Oregon, described as follows:
 12 East 70 Acres of the SE- $\frac{1}{4}$ of Section #31, Twp. 40 S.R.
 13 9EWM. 54 Acres, of the SW $\frac{1}{4}$ of Section #32, Twp. 40 S.R.
 14 9EWM. 71 Acres, of the NW $\frac{1}{4}$ of Section #29 Twp. 40
 15 9EWM. 160 Acres of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of Section # 32 Twp. 40
 16 S.R. 9EWM. 80 Acres of the E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 28, Twp. 40
 17 S.R. 9EWM.
 18 All located in Klamath County.
 19 Total Acreage 435 (rented acres).

20 The above sale is intended as a mortgage to secure to the said
 21 Butte Valley Farms, its successors and assigns, the payment of
 22 a certain promissory note of which the following is a true copy
 23 to-wit:

\$ 130,000..... Klamath Falls....., Oregon..... May 19, 1966.
 to May 19, 1967, 12 mos. after date, each of the undersigned promises to pay to the order of
 Butte Valley Farms, Inc.....

at Macdoel, California
 One Hundred Thirty Thousand and No/100..... DOLLARS,
 with interest thereon at the rate of 6 percent per annum from maturity until paid. ~~Interest~~
~~to be paid XXXXXXXXXXXXXXXXXXXXXXXXXX and if not so paid, the whole sum of this note shall become due~~
~~immediately due and collectible at the option of the holder of this note. All or any portion of the principal hereof~~
 may be paid at any time. If this note is placed in the hands of an attorney for collection, each of the undersigned
 promises and agrees to pay holder's reasonable collection costs, including attorney's fees, even though no suit or
 action is filed hereon; however, if such suit or action is filed, the amount of such attorney's fees shall be fixed by
 the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

No. Klamath Falls, Oregon

FORM No. 216-NOTE (Oregon UCC) SS

31 And the said Lower Klamath Seed Company does hereby covenant and
 32 agree to and with said Butte Valley Farms as one of the conditions

1 of this instrument of writing, will, at their own expense and
2 trouble, well and carefully tend and care for said crop until it
3 is ready for harvest, and that at proper season, without delay
4 they will at their own expense, harvest and thresh said crop and
5 deliver the same in good merchantable condition to said Butte
6 Valley Farms at Klamath Falls, Oregon, to be held and sold by said
7 Butte Valley Farms as its property for the payment of said note
8 at maturity thereof.
9 Now should the said Lower Klamath Seed Company, fail, neglect,
10 or refuse to perform all the conditions of this instrument at
11 proper time, or should they neglect or allow said crop to go to
12 waste, or be destroyed or damaged, either in whole or part, or
13 should default be made in the payment of the said principal
14 sum, or any installment of interest thereon, or should the said
15 Lower Klamath Seed Company sell or dispose of, or attempt to
16 sell or dispose of, or remove or attempt to remove out of said cou-
17 nty said property, or any part thereof, without first obtaining
18 the written consent of said Butte Valley Farms, or suffer the same
19 or any part thereof, without first obtaining the written consent
20 of said Butte Valley Farms, or suffer the same, or any part
21 thereof, to be taken on attachment or execution, then it shall
22 be lawful for the said Butte Valley Farms, its successors or
23 assigns, with the aid and assistance of any person or persons
24 whomsoever, to enter any place or places where said goods and
25 chattels may be found and take and carry away the same, and to
26 sell or dispose of the same at public or private sale, as it
27 may see fit, and out of the proceeds arising from such sale to
28 retain and pay the sums above mentioned, and costs and expenses
29 and reasonable charges for making such sale, together with a
30 reasonable attorney's fee, and the overplus, if any there be,
31 pay to the said Lower Klamath Seed Company, their heirs or
32 assigns.

8473

1 Witness my hand this 19th day of May, 1966.
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Andrea Cheyne
L. D. Cheyne Jr.
James L. Cheyne
L. D. Cheyne
Betty B. Cheyne

9 STATE OF OREGON)
10 County of Klamath) ss

11 August 22, 1966 personally appeared the above named L. D. Cheyne Sr.
12 and L. D. Cheyne, Jr., and acknowledged the forgoing instrument to
13 be a voluntary act before me.

14 James B. Shacker
Notary Public for Oregon

15 My commission expires May 8, 1970

16
17 STATE OF OREGON, } ss
County of Klamath }

18 Filed for record at request of:

19 Betty B. Cheyne
20 on this 22 day of August A. D. 19 66
21 at 4:21 P. M. and duly
22 recorded in Vol. 4-66 of Mortgage
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23 DOROTHY ROGERS, County Clerk

24 Fee 450

By Lolita Lee Deputy

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