99771 M-66 rol 0183 FORM No. 75A-MORTGAGE-CORPORATION-One Page Long Form. Sh , 19.66, between THIS MORTGAGE, Made this 20th day of October ., a Corporation, AGENCY INVESTORS, INC., duly organized and existing under the laws of the State of Cregon ..., hereinafter called the agor, and THE BANK OF KLAMATH FFLLS hereinaltor called the Mortgagee, WITNESSETH, That said mortgagor, in consideration of Thirty Thousand and no/100 Mortgagor, and THE BANK OF KLAMATH FALLSDollars, to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators, successors and/or assigns, that certainCounty, State of Oregon, bounded and described as follows: real property situated in Klamath SW 1/4 SW 1/4 of Section 18, Township 34 South, Range 7 East of the Willamette Meridian; SE 1/4 SE1/4, SW1/4 NE 1/4 SE 1/4, SE 1/4 NW 1/4 SE1/4 of Section 13, Township 34 South, Range 7 1/2 East of the Willamette ŝ Meridian. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this morigage or at any time during the term of this mortgage. To Have and to Hold the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators, successors and/or assigns forever.promissory note.....of which the This mortgage is intended to secure the payment of ... following is a substantial copy: Klamath Falls, Oregon , 1966 October 20th The undersigned corporation promises to pay to the order of the BANK OF KLAMATH FALLS, Thirty Thousand and no/100 Dollars (\$30,000.00) with interest thereon at the rate of Seven and one-half (7 1/2%) per annum from date until paid, payable in monthly installments of not less than Three Hundred and no/100 Dollars (\$300.00) in any one payment; interest is included in the minimum payments (\$300.00) in any one payment; interest is included in the minimum payments above required; the first payment to be made on the 15th day of November, 1966, and a like payment on the 15th day of each and every month thereafter until the 15th day of October, 1971, when the whole sum of both principal and interest then unpaid hereunder shall be paid. If any of said installments is not paid, the whole sum of both principal and interest is to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court. And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators, successors and/or assigns, that it is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that it will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) remain(s) unpaid it will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note(s) above described, when due and payable and before the same may become delinquent; that it will promptly pay and satisfy any ond all liens or encumbrances that now on or, which may be hereafter erected on the premises insured in favor of the mortgage; that it will keep the buildings are or may become liens on the premises or companies as the mortgage may designate, and will have all policies of insurance is used of \$1.115,117,40,1.42, in such company or companies as the mortgage and will deliver all policies of insurance on said profectry finade payable to the mortgage es as his interest may appear and will deliver all policies of insurance on said premises to the mortgage as soon as insured; that it will keep the buildings and improvements on said premises in good repair (their) terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note(s); it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to forcelose any lien on said premises or any part thereof, the mortgage may company the mortgage or may time thereafter. And if the mortgage may this mortgage and may pay and payable to and be able to the mortgage may deal may and the payable at the pay and the pay an mortgage.

10184 Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and/or assigns of said mortgagor and of said mortgage respectively. In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust. of said trust. In construing this mortgage, it is understood that the mortgagee may be more than one person; that if the context so re-quires, the singular pronoun shall be taken to mean and include the plural, the maculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. AGENCY INVESTORS INC. .. pursuant to a IN WITNESS WHEREOF, ... resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its .., and its corporate seal to be hereunto affixed this...20th...day President and Secretary. , 19 66 of <u>October</u> AGENCY) INVESTORS, ING C.C.President Executed in the Presence of Η. Reynol ees D. Ď Hol By Secretary Ray O. Hobbs STATE OF OREGON, On this 20th day of October 19 66 County of Klamath before me appeared Jack H. Reynolds and Ray O. Hobbs both to me personally known, who being duly sworn, did say that he, the said Jack H. Reynolds President, and he, the said Ray O. Hobbs Secretary of AGENCY INVESTORS, INC. is the is the..... the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Jack H. Reynolds and Ray 0. 110bbs acknowledged said instrument to be the tree act and deed of sail Corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal for day and year last above written. วเปร Notary Public for Oregon. My commission expires 10/4/68 the 66 ъ M., and recorded n nabe 10183 the within instru County Clerk-Recorder. c r1-00 on page 10183 of Mortgages of said County. Deputy MORTGAGE 00 19. seal ed for record c October and Dorothy Rogers KLamath **Corporation** (FORM No. 75A) Witness my hand STATE OF OREGON, that ų received 1 Sox 11 of. ...o'clock. M-66 certify \$3.00 County affixed. mount 8 ŏ .day WaS County anch 2:51 book 21st cord ment By .5 at IQ