

THIS MORTGAGE, executed as of November 25, 1966 between
LEWIS J. FRANKENBERY and PATRICIA I. FRANKENBERY,
his wife, and JACK M. BAKER and MERLE A. BAKER, his wife,
(hereinafter designated as "Mortgagor")

and

The UNITED STATES OF AMERICA, acting by and
through the Administrator of General Services
(hereinafter designated as "Mortgagee")

WITNESSETH

That Mortgagor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto Mortgagee, its transferees and assigns, all and singular the following described property, situated in Klamath County, State of Oregon:

A tract of land located within, and being a part of, the $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 15 and the $SW\frac{1}{4}$ of Section 14, all in Township 38 South, Range 9 East of the Willamette Base and Meridian, Klamath County, Oregon, said tract being more particularly described as follows:

Beginning at the section corner common to Sections 14, 15, 22 and 23, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence N. $28^{\circ} 07' 05''$ W., a distance of 1500.00 feet to the north boundary of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 15; thence N. $46^{\circ} 08' 22''$ E., a distance of 950.00 feet to the section line common to Sections 15 and 14; thence S. $60^{\circ} 26' 26''$ E., a distance of 1310.41 feet to the north boundary of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 14; thence N. $89^{\circ} 17' 08''$ E. along said boundary a distance of 850.00 feet to a point on same which is distant 660.00 feet from the northeast corner of the $S\frac{1}{2}$ of the $SW\frac{1}{4}$ of said Section 14; thence S. $1^{\circ} 44' 37''$ E., parallel with the east boundary of the West $\frac{1}{2}$ of Section 14, a distance of 1319.58 feet to the south boundary of Section 14; thence S. $89^{\circ} 14' 34''$ W. along same, a distance of 2008.25 feet, more or less, to the point of beginning.

EXCEPT the following described tract referred to as the Rifle Range Area located within, and being a part of the $E\frac{1}{2}$ of Section 15 and the $SW\frac{1}{4}$ of Section 14 all in Township 38 S., Range 9 East of the Willamette Meridian, Klamath County, Oregon:

Beginning at the section corner common to Sections 14, 15, 22 and 23, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence N. $0^{\circ} 38' 06''$ W. along the boundary common to aforesaid Sections 14 and 15, a distance of 792.02 feet; thence N. $42^{\circ} 22'$ W., 256.73 feet; thence N. $28^{\circ} 40' 30''$ W., 207.87 feet; thence N. $61^{\circ} 15'$ W.,

237.60 feet; thence N. 34° 35' 30" E. 615.18 feet; thence N. 47° 51' 17" E., 130.78 feet; thence S. 46° 36' 44" E., 2097.90 feet; thence S. 0° 48' 40" E., a distance of 411.75 feet to the South boundary of aforesaid Section 14; thence S. 89° 14' 34" W. along said boundary, a distance of 1486.99 feet, more or less, to the point of beginning.

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AND EXCEPT a tract of real property generally known as the Water Storage Area in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and being more particularly described as follows:

Beginning at the section corner common to Sections 14, 15, 22 and 23, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence N. 0° 38' 06" W. along the boundary common to Sections 14 and 15, a distance of 792.02 feet; thence N. 42° 22' West, a distance of 256.73 feet to the true point of beginning of this description; thence N. 28° 40' 30" West, 207.87 feet; thence N. 61° 15' W., 172.93 feet; thence S. 9° 08' W., 185.69 feet; thence S. 73° 40' 51" E., a distance of 292.61 feet to the true point of beginning.

TOGETHER WITH the perpetual right of joint use of the road providing access, said access roadway being a strip not to exceed 40 feet in width, lying 20 feet on each side of the following described centerline:

Beginning at the southeast corner of Section 15, Township 38 South, Range 9 East of the Willamette Base and Meridian; thence N. 89° 57' 09" W. along the south boundary of said Section 15 a distance of 1552.84 feet to the centerline of the Old Fort Road as now located and constructed, thence following the aforesaid centerline northward on the following courses: (1) along the arc of a 7.007° curve to the right a distance of 428.15 feet; (2) along the arc of a 3.997° curve to the left a distance of 353.98 feet; (3) N. 21° 35' E. 210.76 feet; (4) along the arc of a 10.00° curve to the left a distance of 397.83 feet; and N. 18° 12' W. a distance of 485.01 feet to the centerline of an existing road intersection from the northeast; and being the true point of beginning of this description, thence leaving the Old Fort Road and following the centerline of said intersecting road on the following courses; (1) along the arc of a 41.00° curve to the right a distance of 97.15 feet; (2) N. 21° 38' E. 517.04 feet; (3) along the arc of a 29.00° curve to the right a distance of 440.59 feet; (4) S. 30° 36' E. 106.86 feet; (5) along the arc of a 13.00° curve to the left a distance of 406.28 feet; (6) S. 83° 25' E. 82.39 feet and (7) along the arc of a 30.00° curve to the right a distance of 393.39 feet, more or less to the boundary of the Rifle Range Area.

RESERVING TO the United States of America, its transferees and assigns, the right of joint use over such roads as may be necessary to provide access to the excepted property as hereinabove described.

SUBJECT TO existing easements and/or rights of way of record and/or existing on the land.

TO HAVE AND TO HOLD the above described property (hereinafter designated as the "Property") with the appurtenances, unto Mortgagee and its successors and assigns forever.

THIS CONVEYANCE, however, is intended as a purchase money mortgage and is given to secure the payment to Mortgagee, its transferees and assigns,

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of the unpaid balance of the purchase price of the Property purchased by Mortgagor from Mortgagee, with interest thereon from the date hereof, payable according to the terms of a promissory note executed by Mortgagor and bearing even date herewith (hereinafter designated as the "Note"). The terms of payment of the Note are as follows:

The principal sum of the Note is Two Thousand
One Hundred Ninety and no/100 - - - - - Dollars (\$ 2, 190. 00).
 The Note is payable in 31 consecutive quarterly
 installments of \$ 68.44, together with interest, and one
 final installment of \$ 68.36, together with interest. Interest
 is at the rate of 5½ % per annum. The first installment of the
 Note is payable on February 25, 1967.

The Note contains provisions (among others) for acceleration of all sums due in certain contingencies and for attorney fees in the event of suit thereon. This mortgage shall also secure any sums directly related to the closing of this transaction which the Mortgagee may advance for the account of the Mortgagor, and also shall secure any expenditures hereinafter incurred by Mortgagee for the account of Mortgagor as defined in subsequent provisions hereof or in the Note.

This mortgage is conditioned upon the faithful and punctual performance and observance by Mortgagor of each and every covenant and agreement contained in the Note, and upon faithful and punctual performance and observance of the covenants and agreements hereinafter set forth.

Mortgagor will punctually pay the indebtedness as evidenced by the Note in accordance with the terms thereof and will punctually pay all other sums the payment of which is required by this mortgage.

Mortgagor will punctually pay all insurance premiums as to insurance coverage which may be required by the Mortgagee and will pay before delinquency any and all taxes, assessments, charges, and deductions levied or assessed by Federal, State, or municipal governments against the Property or any part thereof, or against this mortgage or the debt hereby secured; or against the business of the Mortgagor; and the Mortgagor shall not permit any lien or encumbrance of any nature whatsoever (except automatic tax liens which attach prior to the date the related tax becomes due) to attach to the Property. Upon the failure of the Mortgagor to make any of such payments, the Mortgagee may (but only at its sole election and without obligation on its part to do so) pay any insurance premium or any tax, assessment, lien, claim, charge, demand, or encumbrance against the Property. All sums so advanced or paid by the Mortgagee shall be immediately repayable by the Mortgagor on demand, will be secured by this mortgage, and interest shall be payable by Mortgagor thereon at the rate of six percent per annum from the date or dates of payment thereof by the Mortgagee. Any such advance or payment so made by the Mortgagee shall, however, be without prejudice to or waiver of any of the rights and remedies provided in this instrument. Nothing contained herein however shall preclude Mortgagor from contesting the validity or amount of any such taxes, charges, encumbrances, liens, assessments or deductions.

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Mortgagor will keep the Property in good repair and will not commit or suffer any waste to be committed upon or as to the Property. Any improvements or additions placed in or upon or made to the Property shall be subject to the lien of this mortgage.

Until payment in full has been made of the Note, Mortgagor shall not, without first obtaining the written authorization of an authorized representative of Mortgagee or its successor in function, lease, assign, sell, transfer or convey all or any part of the Property nor shall Mortgagor demolish, remove, alter, or dispose of any improvement located upon the Property.

Mortgagor shall procure and maintain at its expense, fire, extended coverage, and vandalism and malicious mischief insurance on the Property until the debt hereby secured has been paid in full. Mortgagor shall provide property insurance in such amounts as may be required by the Mortgagee to protect the interest of the Mortgagee based on the insurable value of the Property, with due regard to the coinsurance provisions, if any, of the insurance policy. Insurance shall be written by companies acceptable to, and policies shall include such terms and provisions as may be required by the Mortgagee. Policies shall be in the name of the Mortgagor, and shall name General Services Administration, Director of Regional Data and Financial Management, or his successor in function, Auburn, Washington, as loss payee, and for real property, loss payee under Standard Mortgagee Clause (noncontributing). Each policy shall include the following provision:

It is a condition of this policy that the Company shall furnish written notice to General Services Administration, Director of Regional Data and Financial Management, or his successor in function, Auburn, Washington, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.

Insurance shall be effective from, and evidence of required insurance furnished as of date of assumption of responsibility for Property, conveyance of title, or possession of Property, whichever is earliest. Mortgagor shall furnish the Director of Regional Data and Financial Management, or his successor in function, General Services Administration, the original policies of required property insurance and manually countersigned endorsements of any changes thereto. Renewal policies shall be furnished not less than five (5) days prior to the expiration of the current policies. Mortgagor shall promptly notify Mortgagee of any loss or damage to the property covered by the Mortgage.

NOW, THEREFORE, if Mortgagor shall pay all sums of money hereby secured as and when due, and fully perform each and all of the covenants and agreements set forth in this mortgage and in the Note, then this conveyance shall become void, but otherwise it shall remain in full force and effect as a mortgage to secure the payment, as and when due, of all sums herein agreed to be paid by Mortgagor and to secure the performance of the covenants and agreements herein contained.

If default be made in the payment of any sum hereby secured, as and when called for in the Note or in this mortgage; or in the event of a breach by Mortgagor of any covenant or condition expressed in this mortgage, or in the Note; or in the event any of the Property be seized or levied upon any mesne, ancillary, or final process had against Mortgagor; or if any proceeding to declare Mortgagor bankrupt, be instituted by or against Mortgagor pursuant to the provisions of the National Bankruptcy Act (including any and all of the chapters and provisions thereof); or if any voluntary or involuntary proceedings for the

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*This paragraph shall be deemed deleted unless the Property is located within the State of Oregon.

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appointment of a receiver affecting the business, property, or assets of the Mortgagor be begun in any court; or if any assignment for the benefit of Mortgagor's creditors be made or attempted; or if the business or property of Mortgagor or any part thereof, be surrendered to or come under the control of creditors or any committee or representative of creditors; or if Mortgagor at any time becomes insolvent (either under applicable State law or the National Bankruptcy Act); then and in any of such events all of the indebtedness secured hereby shall at the election of Mortgagee become immediately due and payable without notice or demand and Mortgagee shall, where authorized by law, be entitled to the immediate possession of the Property, and may at any time thereafter at its election foreclose this mortgage in any manner prescribed by law.

Notice of Mortgagee's election to declare the said entire indebtedness to be due and payable or to foreclose this mortgage may be (but need not be) evidenced by any of the following:

1. Filing of proceedings to foreclose this mortgage; or
2. Filing of an action upon the Note or upon any other indebtedness secured hereby; or
3. Mailing a letter to Mortgagor at its last known address stating in effect that Mortgagor is in default and that Mortgagee has elected to declare the entire indebtedness due and payable by reason of the default matter or matters specified in such letter.

Mortgagee may from time to time rescind a declaration of default. However, such a rescission shall not constitute a waiver of the right to declare a default because of any non-waived existing or subsequent default.

Until the happening of any of the events mentioned above, Mortgagor may retain and continue in the quiet possession of the Property and shall have the full use thereof.

In the event of action to foreclose this mortgage, Mortgagee, without notice and without regard to the value of the Property or the adequacy of any security for the debt, shall be entitled to the appointment of a receiver of the rents, revenues, income and profits of and from the Property, with authority of such receiver to collect and receive the same and to take possession, management and control of the Property during the pendency of foreclosure proceedings or until the payment of the entire debt hereby secured; and any net rents, revenues, income and profits so collected shall be applied upon such debt and the supplemental obligations hereby secured.

Should any action or proceeding for the foreclosure of this mortgage be begun, Mortgagee shall be entitled to recover, in addition to all other sums otherwise recoverable and costs of suit, the following items: (a) a reasonable attorney fee; (b) all costs and expenses incurred in taking possession of, preserving, protecting and recovering any or all of the Property; (c) all costs of title searches and reports preliminary to foreclosure; and (d) all other costs and expenses incurred in preserving or enforcing the rights hereby granted to Mortgagee.

Mortgagor expressly consents to a deficiency judgment, or to the recovery of any deficiency remaining after the foreclosure sale.

Time of payment or performance, wherever mentioned herein, shall be strictly of the essence hereof.

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*This paragraph shall be deemed to be deleted if the Property is located within the State of Oregon

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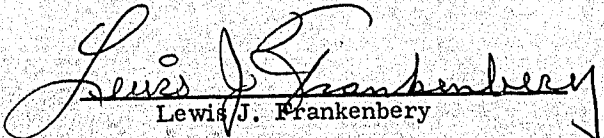
Every right and remedy provided in this mortgage shall be cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and the same may be enforced concurrently. No acceptance of the performance of any obligation as to which Mortgagor shall be in default or waiver of performance as to any obligation shall be construed as a waiver of any other default then, theretofore or thereafter existing.


The unenforceability or invalidity of any one or more provisions, clauses, sentences and paragraphs hereof shall not render any other provisions, clauses, sentences or paragraphs herein contained unenforceable or invalid.

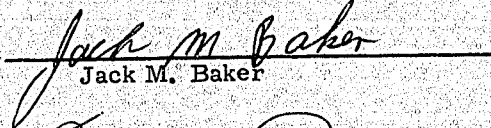
Words of broad or general meaning shall not be limited because of their use in connection with words of more restrictive significance. The plural includes the singular, and vice versa, unless a contrary meaning obviously is intended. Where there is more than one mortgagor, the term "Mortgagor" shall include all of the mortgagors or any one of them.

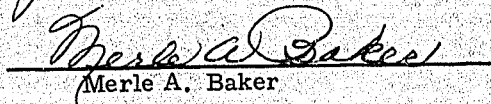
The term "Mortgagor" as used herein shall be deemed to include and to appertain to any grantee of title to the Property who assumes and agrees to pay the Note and this mortgage, and also shall include and appertain to the representatives, successors in interest and assigns of the Mortgagor. The term "Mortgagee" as used herein shall be deemed to include Mortgagee and its transferees or assigns.

IN WITNESS WHEREOF, each mortgagor has set his hand and seal hereto as of the date first above written.


Lewis J. Frankenbery


Patricia I. Frankenbery


Jack M. Baker


Merle A. Baker

STATE OF OREGON

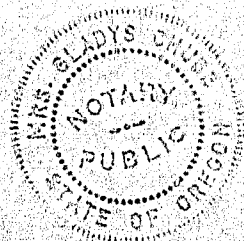
COUNTY OF Klamath

Sept 27 A. D. 1967

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Personally appeared the above named Lewis J. Frankenberg,
Patricia I. Frankenberg, Jack M. Baker, and Merle A. Baker and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:



Mrs. Gladys Chubb
Notary Public for the State of Oregon

Sworn and subscribed before me on this the

27 day of Sept 1967 A.D.

Notary Public

My commission expires August 18-1968

STATE OF OREGON, }
County of Klamath }

Filed for record at request of

Lewis Frankenberg

On this 25 day of October A. D. 1967

at 2:24 o'clock P. M. and duly

Recorded in Vol. 1447.01 Mortgage

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DOROTHY ROGERS, County Clerk

By Mrs. Helen Deputy

Fee 10.50