

18203

VOL. M-67-101

THIS MORTGAGE, Made this 20th day of November, 1967, between FRANCIS D. BROWN & SON, INC., a Corporation, duly organized and existing under the laws of the State of Oregon, hereinafter called the Mortgagor, and ANNE C. BROWN, hereinafter called the Mortgagee, WITNESSETH, That said mortgagor, in consideration of \$20,000.00 - - - - - TEN THOUSAND FORTY-FIVE and 02/100 - - - - - Dollars, 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 certain real property situated in Klamath County, State of Oregon, bounded and described as follows:

SE1/4 of Section 14, Township 35 South, Range 6 East, Willamette 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 mortgage 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.

This mortgage is intended to secure the payment of four promissory note(s) of which the following is a substantial copy:

\$ 3,255.34 On demand Klamath Falls, Oregon, November 20, 1967.
Anne C. Brown, after date, the undersigned corporation promises to pay to the order of
at Klamath Falls, Oregon
- - - THREE THOUSAND TWO HUNDRED FIFTY-FIVE and 54/100 - - - - - DOLLARS,
with interest thereon at the rate of six percent per annum from 12-31-65 until paid. Interest
to be paid at maturity and if not so paid, the whole sum of both principal and interest 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 promise to pay (1) holder's reasonable attorney's fee 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.

By /s/ DANIEL G. BROWN FRANCIS D. BROWN & SON, INC.
Vice-President By /s/ FRED BURGOYNE
Secretary

\$ 1,275.88 On demand Klamath Falls, Oregon, November 20, 1967.
Anne C. Brown, after date, the undersigned corporation promises to pay to the order of
at Klamath Falls, Oregon
- - - ONE THOUSAND TWO HUNDRED SEVENTY-FIVE and 88/100 - - - - - DOLLARS,
with interest thereon at the rate of six percent per annum from 7-31-66 until paid. Interest
to be paid at maturity and if not so paid, the whole sum of both principal and interest 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 promise to pay (1) holder's reasonable attorney's fee 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.

By /s/ DANIEL G. BROWN FRANCIS D. BROWN & SON, INC.
Vice-President By /s/ FRED BURGOYNE
Secretary

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§ 3,247.22 Klamath Falls, Oregon, November 20, 1967
On demand after date, the undersigned corporation promises to pay to the order of
Anne C. Brown, at Klamath Falls, Oregon
- - - THREE THOUSAND TWO HUNDRED FORTY-SEVEN and 22/100 - - - - - DOLLARS,
with interest thereon at the rate of six percent per annum from 9-30-66 until paid. Interest
to be paid at maturity and if not so paid, the whole sum of both principal and interest 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 promise to pay (1) holder's reasonable attorney's fee 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.

FRANCIS D. BROWN & SON, INC.
By /s/ DANIEL G. BROWN Vice-President By /s/ FRED BURGOYNE Secretary

§ 2,266.38 Klamath Falls, Oregon, November 20, 1967
On demand after date, the undersigned corporation promises to pay to the order of
Anne C. Brown, at Klamath Falls, Oregon
- - - TWO THOUSAND TWO HUNDRED SIXTY-SIX and 38/100 - - - - - DOLLARS,
with interest thereon at the rate of six percent per annum from 9-8-67 until paid. Interest
to be paid at maturity and if not so paid, the whole sum of both principal and interest 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 promise to pay (1) holder's reasonable attorney's fee 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.

Francis D. Brown & Son, Inc.
By /s/ DANIEL G. BROWN Vice-President By /s/ FRED BURGOYNE Secretary

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FORM No. 71-NOTE-CORPORATION (Oregon UCC) SC

STEVENS-NESS LAW PUB. CO. PORTLAND

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, accord-
ing 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 and all liens or encumbrances that
are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that it will keep the buildings
now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the
sum of \$100,000, in such company or companies as the mortgagee may designate, and will have all policies of insurance on said
premises to the mortgagee as soon as insured; that it will keep the buildings and improvements on said premises in good repair
and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) according
to its (their) terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the per-
formance of all of said covenants and the payment of said note(s); it being agreed that a failure to perform any covenant here-
in, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the
option to declare the whole amount unpaid on said note(s) or on this mortgage at once due and payable, and this mortgage may
be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or in-
surance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and
become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note(s) without waiver, how-
ever, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and
all sums paid by the mortgagee at any time, while the mortgagor neglects to repay any sums so paid by the mortgagee. In the
event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements
allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together
with the reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien
of this mortgage and included in the decree of foreclosure.

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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 mortgagee 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.
In construing this mortgage, it is understood that the mortgage may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, 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.

IN WITNESS WHEREOF, FRANCIS D. BROWN & SON, INC., pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its Vice President and Secretary, and its corporate seal to be hereunto affixed this 20th day of November, 1967.

Executed in the Presence of

FRANCIS D. BROWN & SON, INC.
By *Daniel G. Brown* Vice-President

FRANCIS D. BROWN & SON, INC.
By *Fred Burgoyne* Secretary

STATE OF OREGON,

County of Klamath ss.
before me appeared Daniel G. Brown
Fred Burgoyne

On this 20th day of November, 1967, and both to me personally known, who being

duly sworn, did say that he, the said Daniel G. Brown is the Vice President, and he, the said Fred Burgoyne is the Secretary of FRANCIS D. BROWN & SON, INC., 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 Daniel G. Brown and Fred Burgoyne acknowledged said instrument to be the free act and deed of said Corporation.

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

Winifred Hartin
Notary Public for Oregon.
My commission expires Nov. 23, 1969

MORTGAGE

Corporation
(FORM No. 75A)

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 12 day of December, 1967, at 11:20 o'clock A.M., and recorded in book N-67 on page 855

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

By *Dorothy Rogers*

County Clerk-Recorder.

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STEVENS-HEES LAW PUB. CO., PORTLAND, ORE.

Francis D. Brown & Son Inc
600 Spring St.
Uts

STREET OF PORTLAND IN CONFORMANCE TO SECTION 1000 OF THE OREGON REVENUE CODE.

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