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VOL 168 PAGE 5490

2-34-9  
(20)  
SECOND  
THIS MORTGAGE, Made this 13th day of May, 1968,  
by Janet Thomas, Administratrix of the Estate of Richard Lloyd Hough, deceased  
to Wood Components, Inc., an Oregon corporation hereinafter called the Mortgagor,

WITNESSETH That said mortgagor, in consideration of Fifteen Hundred and No/100ths Dollars, to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, its assigns and personal representatives, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

A parcel of land lying in the SE 1/4 of NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of said SE 1/4 NW 1/4, which is North 0° 35' West 966.2 feet from the SW corner of said SE 1/4 NW 1/4; thence North 0° 35' West along said West line a distance of 75 feet; thence North 89° 25' East 135 feet; thence South 0° 35' East 75 feet; thence South 89° 25' West 135 feet to the point of beginning.

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, its assigns and personal representatives forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 1,500.00 Klamath Falls, Oregon May 13, 1968  
Five years after date, each of the undersigned promises to pay to the order of Wood Components, Inc., an Oregon corporation, at Klamath Falls, Oregon One Thousand Five Hundred and No/100ths DOLLARS, with interest thereon at the rate of 7 percent per annum from date hereof 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. 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 reasonable attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such reasonable 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.

(Signed) Janet Thomas  
Janet Thomas, Administratrix of  
the Estate of Richard Lloyd Hough,  
deceased.

No.

And said mortgagor covenants to and with the mortgagee, its assigns and personal representatives, that she is lawfully seized in fee simple of said premises and she has a valid, unencumbered title thereto except Mortgage to Equitable Savings and Loan Association dated February 28, 1968 in the sum of \$6,500 recorded in Volume M-68, at page 1803, and those encumbrances of record and apparent upon the land, and will warrant and forever defend the same against all persons; that she will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid she 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 above described, when due and payable and before the same may become delinquent; that she 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 she 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 \$ in such company or companies as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as its interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that she will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

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Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note..... according to its 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.....; it being agreed that a failure to perform any covenant herein, 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..... 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 insurance premium as above provided for, the mortgagee may at its 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..... without waiver, however, of any right arising to the mortgage 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. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note..... shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and the assigns and personal representatives of the 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 WITNESS WHEREOF, said mortgagor has hereunto set her hand and seal the day and year first above written.

Executed in the presence of

*Janet R. Thomas* (SEAL)  
Janet Thomas, Administratrix  
of the Estate of Richard  
Lloyd Hough, deceased. (SEAL)

(SEAL)

(SEAL)

**MORTGAGE**  
to a Corporation  
(FORM No. 744)

TO

STATE OF OREGON,  
County of Klamath ss.

I certify that the within instrument was received for record on the 19 day of June, 19 68, at 3:30 o'clock P. M., and recorded in book M-68 on page 5490. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

DOROTHY ROGERS

County Clerk-Recorder.

By *Janet M. Hough* Deputy.

Fee 3.00

STEVENS-NEES LAW PUB. CO., PORTLAND

*Wood Components Co.*  
*2125 Arden Street*  
*Eugene, Oregon*

STATE OF OREGON,

County of Klamath ss.

On this 13th day of May, 19 68

before me, a Notary Public in and for said County and State, personally appeared the within named

Janet Thomas, Administratrix of the Estate of

Richard Lloyd Hough, deceased

known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

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

*Margaret E. Hargreaves*

Notary Public for Oregon.

My Commission expires

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