

MORTGAGE

THIS INDENTURE made this 13 day of May, 1969, by and between

ERICKSON INVESTMENT CO.

hereinafter called "Mortgagor", and THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, hereinafter called "Mortgagee".

WITNESSETH:

WHEREAS, the said Mortgagor is justly indebted to the said Mortgagee in the sum of FOUR HUNDRED EIGHTEEN THOUSAND ONE HUNDRED FORTY ONE AND 36/100 - Dollars (\$418,141.36), which sum with interest thereon is to be repaid according to the terms of ~~a certain promissory note bearing date of the first day of January, 1971, between the parties hereto, the terms of which are set forth in Exhibit A attached hereto.~~

* See below

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NOW THIS INDENTURE WITNESSETH: The Mortgagor for the better securing the payment to Mortgagee of the said indebtedness with the interest thereon, together with all renewals thereof, and also for and in consideration of the sum of One Dollar (\$1.00) to Mortgagor in hand paid by Mortgagee, does hereby grant, bargain, sell and convey unto Mortgagee all of the following described real property situated in the City of Klamath Falls, County of Klamath, State of Oregon, to wit: (see attached description)

- * (1) a Promissory Note dated December 31, 1965 in the original principal amount of \$136,000 with current principal balance of \$126,934.00 and a note dated December 31, 1965 in the principal amount of \$60,000.00, both made by Arden Sand and Gravel, Inc. and payable to Natomas Company, a corporation, subsequently endorsed to The Bank of California, N.A., Beneficiary, by Natomas Company.
- (2) a Promissory Note dated February 28, 1968 in the amount of \$237,327.00 with current balance of \$187,159.20 made by Erickson Construction Company to The Bank of California
- (3) The terms of a Continuing Guaranty dated March 25, 1969 made by Franklin E. Erickson, et ux
- (4) The terms of a Continuing Guaranty dated March 25, 1969 made by Franklin E. Erickson, et ux
- (5) The terms of an agreement dated May 13, 1969 made by Franklin E. Erickson, et al

TOGETHER with all and singular the tenements, hereditaments and appurtenances in and to said premises, and the rents, issues and profits thereof, and also all fixtures and articles of personal property owned by Mortgagor and now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon, including but without being limited to all screens, awnings, storm windows and doors, window shades, invalid floor coverings, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning and incinerating equipment of whatsoever kind and nature, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, that if Mortgagor pays unto Mortgagee the said indebtedness mentioned in said note, and the interest thereon, at the time and in the manner specified therein, and shall perform and discharge each and every obligation, covenant, and agreement herein contained, then these presents and the estate hereby granted shall cease, determine and be void.

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- (a) To the pay-
- (b) To the pa-
- (c) To the pay-
- (d) To the pa-
- (e) To the pa-

An undivided 9/10ths interest in and to all that portion of Tracts 36 and 43 Enterprise Tracts, in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 39 S.R. 9 E.W.M., in Klamath County, Oregon, and more particularly described as follows:

Beginning at an iron pin on the South line of Shasta Way, which bears South $0^{\circ}00\frac{1}{2}'$ East a distance of 73.0 feet and North $89^{\circ}54'$ East a distance of 510.0 feet from the iron pipe which marks the Northwest corner of said Section 3, Township 39 S.R. 9 E.W.M.; thence South $0^{\circ}00\frac{1}{2}'$ East a distance of 647.38 feet to the Northwesterly corner of that certain parcel described in Mortgage given by Rickfalls, Inc. to the United States National Bank of Portland, dated March 28, 1961, recorded April 4, 1961, in Volume 201 page 355, Mortgage records of Klamath County, Oregon; thence South $59^{\circ}21\frac{1}{2}'$ East a distance of 330.67 feet, more or less, to the Northwesterly line of Avalon Street; thence North $30^{\circ}38\frac{1}{2}'$ East, along the Northwesterly line of Avalon Street, a distance of 776.41 feet to an iron pin; thence South $89^{\circ}54'$ West a distance of 40.10 feet to an iron pin; thence North $29^{\circ}34'$ West a distance of 172.28 feet, more or less, to the South line of Shasta Way; thence South $89^{\circ}54'$ West, along the South line of Shasta Way, a distance of 555.0 feet, more or less, to the point of beginning.

Beginning at the iron pipe marking the Southeast corner of Enterprise Tract 32 in Section 3 Township 39 South, Range 9 East of the Willamette Meridian, Oregon, and running thence West along the South line of Tract 32 a distance of 209.57 feet, more or less, to an iron pipe marking the Easterly line of Austin Street; thence N 31°07'1" E along the Easterly line of Austin Street Northwesterly at right angles to the center line of South Sixth Street a distance of 161.02 feet, more or less, to an iron rod which lies on a line which is parallel to and 120 feet Westerly at right angles from the East line of Tract 32; thence North along said parallel line and the East line of Austin Street 891.3 feet, more or less, to an iron rod which is 323 feet South of the North line of Section 3 and which also marks the boundary between the lands of the Swan Lake Moulding Company and of William L. Wales, Jr.; thence leaving the Easterly boundary of Austin Street Easterly parallel to and 323 feet distant at right angles from the North line of Section 3 a distance of 120 feet to an iron rod marking the boundary between the land of Swan Lake Moulding Company and William L. Wales, Jr., on the East line of Tract 32; thence South along the East line of Tract 32, 1027.05 feet to the place of beginning.

LESS AND EXCEPTING the following described parcel heretofore conveyed to Kerns Brothers Real Estate by Deed Vol. M-68, page 10264.

Brothers Real Estate by Deed Vol. 1400, Page 1

Beginning at the cased monument marking the Northwest corner of said Section 3; thence S. 00°00'30" E. along the Westerly boundary of said Section 3, 826.8 feet, more or less, to its intersection with a line parallel with and 75 feet distant at right angles northeasterly from the centerline of South Sixth Street as the same is now located and constructed, said parallel line being also the northerly right-of-way line of said street; thence S. 55°52'30" E. along said parallel line 1741.84 feet to a 5/8 inch iron pin, said point being in the easterly right-of-way line of Austin Street with the location of said point being in conformance with record of survey No. 939 filed in the office of the Klamath County Surveyor which contains the original owner's certification of original property corners; thence N. 34°07'30" E. at right angles to said South Sixth Street and along the easterly right-of-way line of Austin Street a distance of 557.45 feet to the true point of beginning of this description, said point being on the southerly line of said Tract 32; thence S. 89°30'00" E. along said southerly line of said Tract 32 a distance of 209.67 feet to a 3/4 inch pipe marking the southeasterly corner of said Tract 32; thence northwesterly on the arc of a curve to the right (central angle = 33°41'15" and R = 170.00 feet) a distance of 99.95 feet; thence N. 55°52'30" W. a distance of 80.29 feet to the easterly right-of-way line of said Austin Street; thence S. 34°07'30" W. along the easterly right-of-way line of said Austin Street a distance of 87.56 feet to the True Point of Beginning of this description.

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ance premiums paid or incurred by the Mortgagee, or any expenditure which, in the
or the care of the mortgaged property;
Interest accrued on the indebtedness secured by this mortgage;
account of the principal of the indebtedness secured by this mortgage, whether or not there be
principal due at the time and whether or not the Mortgagee has exercised the right secured by
the entire principal due by reason of any default hereunder.

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7. If a default shall occur on the part of Mortgagor for failure to comply with any of the provisions of this mortgage, and complaint shall be filed to foreclose this mortgage, the court shall, on motion or application of Mortgagee, either at the time of filing such complaint or thereafter, and without regard to the condition of said property at such time, or its value, or the solvency or insolvency of Mortgagor, appoint a receiver to take charge of said property, and collect the rents and profits thereof during the pendency of such foreclosure, and apply such rents, issues and profits to the payment pro tanto of any taxes or assessments on the mortgaged property or any insurance premiums or any expenses in connection with the management, care and preservation of the property and to the reimbursement to Mortgagee of any taxes or assessments or insurance premiums or any other expenditures which it may have paid or advanced in connection with said property, and thereafter, to any amounts due under this mortgage, first deducting the charges and expenses of such receivership.

8. In any suit to foreclose this mortgage or to collect any charge growing out of any indebtedness hereby secured, or in any suit or action which the Mortgagee may be obliged to bring or to defend to effect or protect the lien hereof, or in any appeal thereof, or should an attorney be employed by the Mortgagee in connection herewith, the Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expense in connection with said suit or action or any appeal thereof or employment, and further agrees to pay the reasonable costs of searching records and abstracting or insuring the title, and all such sums shall be secured hereby and included in the decree of foreclosure, if any.

9. In case of one or more defaults in the performance or observance of any of the covenants and agreements of any instrument now or hereafter evidencing or securing the principal debt hereby secured, the failure to exercise any right or remedy given in this mortgage shall not preclude the Mortgagee from exercising any right or remedy given herein in case of one or more subsequent defaults and notice of the exercise of such right or remedy is hereby waived, except for such notice as may be required by law.

10. The Mortgagee may from time to time release portions of the premises hereinbefore conveyed from the lien of this mortgage or may extend or modify the terms of the instrument or instruments evidencing the indebtedness secured hereby or may extend or modify the terms of this mortgage; and it is expressly agreed between the Mortgagor and Mortgagee that such partial release extension or modification shall not in any way impair or alter the lien of this mortgage or the rights of Mortgagee hereunder or affect the personal liability of the Mortgagor for the payment of the indebtedness hereby secured.

11. The word "Mortgagor" and the language of this instrument shall where there is more than one mortgagor be construed as plural and be binding jointly and severally upon all mortgagors, and the word "Mortgagee" shall apply to any holder of this mortgage. All the covenants of the Mortgagor shall be binding upon the Mortgagor's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the successors and assigns of the Mortgagee. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing.

IN WITNESS WHEREOF, said Mortgagor has properly executed this instrument the day and year herein first written.

ERICKSON INVESTMENT CO.
BY: *[Signature]* (Seal)
[Signature] (Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON, } ss.
County of.....

THIS CERTIFIES that on this..... day of....., 19.....
before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named

who..... known to me to be the identical person.... described in and who executed the within instrument and acknowl-
edged to me that..... executed the same freely and voluntarily for the purposes and uses therein mentioned.

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

My commission expires.....
Notary Public in and for said County and State.

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CORPORATE ACKNOWLEDGMENT

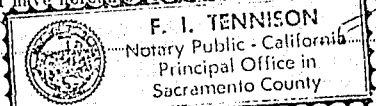
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STATE OF ~~OREGON~~
CALIFORNIA } ss.
County of ~~SACRAMENTO~~

THIS CERTIFIES that on this 13 day of May, 1969, before me, the undersigned, a notary public in and for said county and state, personally appeared Franklin E. Erickson and Frank N. Riddle, both to me personally known, who, being duly sworn, did say that he, the said Franklin E. Erickson is the president, and he, the said Frank N. Riddle is the Assistant Secretary of Erickson Investment Co. 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 said Franklin E. Erickson and Frank N. Riddle acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires



My Commission Expires February 16, 1971

Mortgage

TO
THE BANK OF CALIFORNIA
NATIONAL ASSOCIATION
Portland, Oregon

STATE OF OREGON, } ss.
County of Klamath
I certify that the within instrument was received for record on the 19th day of May, 1969, at 4:30 o'clock P. M. and recorded in Book 11 69, on page 3750. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. H. 11108
County Clerk (Recorder)
By [Signature]
Deputy
Fee \$ 7.50

AFTER RECORDING RETURN TO:
THE BANK OF CALIFORNIA
NATIONAL ASSOCIATION
P. O. BOX 987
SACRAMENTO
CALIFORNIA 95833

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON, } ss.
County of OREGON,
THIS CERTIFIES that on this 19 day of May, 1969, before me, the undersigned, a Notary Public in and for said County and State, the within named known to me to be the person named in and who executed the foregoing instrument and who known to me to be member of the partnership of known to me to be the person named in and who executed the foregoing instrument and who known to me to be acknowledged to me that he executed said instrument freely and voluntarily for the purposes and uses therein mentioned, on behalf of said partnership.

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

My commission expires

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON, } ss.
County of OREGON,
THIS CERTIFIES that on this 19 day of May, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named known to me to be the identical person described in and who executed the within instrument and acknowledged to me that executed the same freely and voluntarily for the purposes and uses therein mentioned.

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

My commission expires