

FEB 25 9 52 AM 1970

38945 VOL 1477

This Indenture, made this 25th day of February, 1970, between
O & E CORPORATION

after called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a national banking association, herein
after called "Mortgagee";

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and
does hereby grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in
Klamath County, Oregon, to wit:

PARCEL 1: All that portion of Tracts 32, 33A and 36 Enterprise Tracts, situated in
the NW 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian,
Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pipe on the South line of said Tract 32, said point being North
89°30'45" West, a distance of 281.8 feet from the southeast corner of said Tract 32
(this same reference is described as being West a distance of 281.7 feet by previous
records), said beginning point also being on the northwesterly line of Austin Street
as deeded to Klamath County by Deed Volume 229 page 300, Klamath County Deed Records;
thence North 34°07'30" East at right angles to South Sixth Street and along the north-
westerly line of Austin Street a distance of 183.08 feet to an iron pin on a point on
a line that is parallel to and 180 feet distant at right angles from the east line of
said Tract 32; thence North 0°20'45" East along said parallel line and along the west-
erly line of Austin Street a distance of 722.70 feet to an iron pin that is South
0°20'45" West a distance of 400.02 feet from the iron pin marking the southerly line
of Shasta Way; thence North 89°39'15" West a distance of 629.67 feet to an iron pin on
the southeasterly line of Avalon Street; thence South 30°37'00" West along the south-
easterly line of Avalon Street a distance of 667.53 feet to an iron pin on the most
northerly corner of a tract described as Parcel 3 in Deed Volume 256 page 96, Klamath
County Deed Records; thence South 59°23'00" East along the northeasterly line of said
tract a distance of 149.94 feet to an iron pin; thence South 30°37'00" West along the
Southeasterly line of said tract a distance of 59.20 feet to an iron pin on the north-
easterly line of Pershing Way; thence South 55°52'30" East along the northeasterly
line of Pershing Way a distance of 485.15 feet to an iron pipe on the southerly pro-
jection of the line between Tracts 32 and 35, Enterprise Tracts; thence North 0°14'30"
West along said projected line a distance of 98.97 feet to an iron pipe on the South-
west corner of said Tract 32; thence South 89°30'45" East along the southerly line of
said Tract 32 a distance of 362.50 feet to the point of beginning.

PARCEL 2: A parcel of land situated in the NW 1/4 of Section 3, Township 39 South, Range
9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described
as follows:

Beginning at the northwest corner of said Section 3, said point being marked by a cased
iron pin; thence South 0°00'30" East along the westerly line of said Section 3 a dis-
tance of 826.80 feet to its intersection with a line parallel with and 75.0 feet dis-
tance at right angles northeasterly from the center line of the Klamath Falls-Lakeview
Highway, also known as South Sixth Street, as the same is now located and constructed;
thence South 55°52'30" East, along said parallel line a distance of 1682.84 feet to an
iron pin on the northwesterly line of Austin Street; thence North 34°07'30" East along
said line a distance of 235.00 feet to an iron pin on the northeasterly line of Pershing
Way, said point being the True Point of Beginning of this description; thence North
34°07'30" East along the Northwesterly line of Austin Street a distance of 282.50 feet
to an iron pipe on the southerly line of Tract 32, Enterprise Tracts, said point being
North 89°30'45" West a distance of 281.8 feet from the southeast corner of said Tract
32 (this same reference is described as being West a distance of 281.7 feet by previous
records), said point being on the northwesterly line of that tract deeded to Klamath
County by Deed Volume 229 page 300, Klamath County Deed Records; thence North 89°30'45"
West along the southerly line of said Tract 32 a distance of 362.50 feet to an iron pipe on
the southwest corner of said Tract 32; thence South 0°14'30" East along the southerly
projection of the line between Tracts 32 and 36, Enterprise Tracts, a distance of 98.97
feet to an iron pipe on the northeasterly line of Pershing Way; thence South 55°52'30"
East along said line a distance of 245.93 feet to the True Point of Beginning of this
description.

Beginning at the northwest corner of said Section 3, said point being marked by a cased iron pin; thence South 0°00'30" East along the westerly line of said Section 3 a distance of 826.80 feet to its intersection with a line parallel with and 75.0 feet distant at right angles northeasterly from the center line of the Klamath Falls-Lakeview Highway, also known as South Sixth Street, as the same is now located and constructed; thence South 55°52'30" East, along said parallel line a distance of 1682.84 feet to an iron pin on the northwesterly line of Austin Street; thence North 34°07'30" East along said line a distance of 235.00 feet to an iron pin on the northeasterly line of Pershing Way, said point being the True Point of Beginning of this description; thence North 34°07'30" East along the Northwestery line of Austin Street a distance of 282.50 feet to an iron pipe on the southerly line of Tract 32, Enterprise Tracts, said point being North 89°30'45" West a distance of 281.8 feet from the southeast corner of said Tract 32 (this same reference is described as being West a distance of 281.7 feet by previous records), said point being on the northwesterly line of that tract deeded to Klamath County by Deed Volume 229 page 300, Klamath County Deed Records; thence North 89°30'45" West along the southerly line of said Tract 32 a distance of 362.50 feet to an iron pipe on the southwest corner of said Tract 32; thence South 0°14'30" East along the southerly projection of the line between Tracts 32 and 36, Enterprise Tracts, a distance of 98.97 feet to an iron pipe on the northeasterly line of Pershing Way; thence South 55°52'30" East along said line a distance of 245.93 feet to the True Point of Beginning of this description.

PARCEL 3:

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, Klamath County, 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 North $34^{\circ}07'$ East along the Easterly line of Austin Street Northeasterly at right angles to the center line of South Sixth Street a distance of 161.08 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 $0^{\circ}20'45''$ East along said parallel line and the East line of Austin Street 391.3 feet, to the true point of beginning, said point of beginning being 823.0 feet South of the North line of Section 3, thence North $0^{\circ}20'45''$ East, along said parallel line and the East line of Austin Street 500.00 feet, more or less, to a point which marks the Southwest corner of parcel of land conveyed by Swan Lake Moulding Company to William L. Wales, Jr., thence leaving the Easterly boundary of Austin Street (North $89^{\circ}50'30''$ East parallel to and 323 feet distant at right angles from the North line of Section 3 a distance of 120.0 feet to an iron rod marking the Southeast corner of said Wales parcel, on the East line of Tract 32; thence South $0^{\circ}20'45''$ West along the East line of Tract 32, 500.0 feet to a point, said point being 823.0 feet South of the North line of Section 3; thence South $89^{\circ}50'30''$ West on a line parallel to the North line of Section 3, a distance of 120.0 feet to the point of beginning.

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that it is lawfully seized in fee simple of the said real property, that it is the absolute owner of the said personal property, ~~that it is lawfully seized in fee simple of the said real property, that it is the absolute owner of the said personal property, and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever. This mortgage is subject to a first mortgage in favor of the Lincoln National Life Insurance Company in the principal sum of \$3,388,000.00, and a second mortgage in favor of United California Bank and First National Bank of Oregon in the principal sum of \$550,000.00.~~ and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever. This mortgage is subject to a first mortgage in favor of the Lincoln National Life Insurance Company in the principal sum of \$3,388,000.00, and a second mortgage in favor of United California Bank and First National Bank of Oregon in the principal sum of \$550,000.00.

2. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership, but until a breach or default by the Mortgagor in one or more of its covenants or agreements herein contained, it may remain in possession of the mortgaged property and retain all rents actually paid to and received by it prior to such default.

3. All of the covenants of the Mortgagor shall be binding upon its successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, extend the time of payment, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box.

In Witness Whereof, the Mortgagor, pursuant to resolution of its Board of Directors duly and regularly adopted has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal to be affixed hereto the day and year first hereinabove written.

O & E CORPORATION

By V. H. Otte
PresidentBy Alex Jokay
Secretary

STATE OF OREGON

County of Klamath } ss.February 25 A. D. 1970

Personally appeared V. H. Otte and Alex Jokay
who being duly sworn did say that he, the said V. H. Otte is the President
and he, the said Alex Jokay is the Secretary
of O. & E Corporation
and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and the said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed. Before me:

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
Klamath County Title Co.
on this 25th day of February A. D., 19 70
at 9:52 o'clock A. M. and duly
recorded in Vol. M-70 of Mortgages
Page 1477

WM. D. MILNE, County Clerk
By Charles F. Donatman
Deputy.
Fee \$6.00

My Commission Expires January 9, 1973Return
KLAMATH COUNTY TITLE CO.