

THIS MORTGAGE, Made this 4th day of September, 1970, between
 ERIKSON INVESTMENT COMPANY, a Corporation,
 of the State of California, hereinafter called the

8376

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, principal and interest, according to the terms thereof; that while any part of said note remains 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 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now, if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; 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. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

RETURN

GRANTORS,

herewith convey to
 LOAN ASSOCIAT
 described real prop
 point on the
 of Lot 9 in Pl
 distance; the
 feet; thence S
 the East 75 fe
 feet of lot 8
 Street lying No
 thereof on file

SEP 22 1 35 PM 1970

with all interests, rights and priv
 with all improvements, fixtures, fr
 located on or used in connection
 all of the foregoing to constitute
 hereunder, all of which shall be de
 mended by a certain promissory not
 monthly payments commencing with
 shall be the date of maturity of this

Grantors covenant for the be
 possession thereof; that they have the
 from all encumbrances; that they wi
 said property, if located in the state
 the state of Oregon, does not exceed
 property taxes and assessments levied
 installment thereof; that they will not
 of construction or to be constructed
 good repair and continuously insured
 policies of insurance, with premiums p
 Beneficiary, at its option, to apply any in
 storing the premises; that they will pay a
 security for the indebtedness hereby secu
 may carry out the same, and all its expend
 or the maximum rate of interest permitte
 ficiary at its option may sue to collect all o
 sale hereunder at any future time; in any o
 on appeal. Beneficiary shall be the sole jud
 the property or any part thereof, Beneficia
 trust deed and the said note, either by forb
 or on the said note. In the event of the sale
 addition or removal of any improv
 shall at Beneficiary

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 upon 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 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 without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and event of any suit or claim being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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 mortgagee 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, ERIKSON INVESTMENT COMPANY, a corporation pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 4th day of September, 1970.

ERIKSON INVESTMENT COMPANY,
a corporation
By *[Signature]* President

By *[Signature]* Secretary

MORTGAGE

Corporation
(FORM No. 75A)

TO

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 22nd day of Sept., 1970, at o'clock M., and recorded in book M70 on page 8375. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title.

Deputy.

Fae \$4.50

STEVENS LAW PUB. CO., PORTLAND, ORE.

[Signature]

519 Main

Klamath Falls, Oregon

97601

STATE OF CALIFORNIA,

County of Sacramento

On this 4th day of September, 1970, in the year one thousand nine hundred and seventy, before me, the undersigned,

a Notary Public, State of California, duly commissioned and sworn, personally appeared

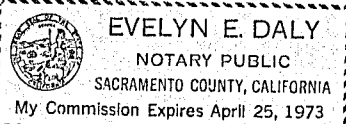
Franklin E. Erickson and Neal E. Erickson

known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento, this day and year in this certificate first above written.

[Signature]

Notary Public, State of California.



Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) (Printed 11-10-67) 8221-0420-1

My Commission Expires

RETURN

GRANTORS,

herewith convey to
LOAN ASSOCIATION
described real property
point on the
of Lot 9 in Pl
distance; then
feet; thence S
the East 75 feet
feet of lot 8
Street lying N
thereof on file

SEP 22 1 35 PM 1970

with all interests, rights and privileges, fixtures, improvements, located on or used in connection with all of the foregoing to constitute hereunder, all of which shall be deemed by a certain promissory note monthly payments commencing with shall be the date of maturity of this.

Grantors covenant for the possession thereof; that they have the from all encumbrances; that they will said property, if located in the state of Oregon, does not exceed the property taxes and assessments levied installment thereof; that they will not of construction or to be constructed the good repair and continuously insured policies of insurance, with premiums Beneficiary, at its option, to apply any security for the indebtedness hereby secured may carry out the same, and all its expenditure or the maximum rate of interest permitted ficiary at its option may sue to collect all of sale hereunder at any future time; in any on appeal. Beneficiary shall be the sole judgment the property or any part thereof, Beneficiary or on the said note, either by foreclosure addition or removal of any improvements shall at Beneficiary.