

THIS INDENTURE WITNESSETH: That JELD-WEN, inc., an Oregon corporation,

of the County of Klamath State of Oregon, for and in consideration of the sum of ONE MILLION TWO HUNDRED THOUSAND and 00/100 Dollars (\$1,200,000.00) it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto THOMAS LUMBER COMPANY, INC., an Oregon corporation,

of the County of Klamath State of Oregon, the following described premises situated in Klamath County, State of Oregon to-wit:

tract of land situated in Lots 5, 6 and 7, Section 19 and Lots 1, 5 and 6, Section 18, all in Township 38 South, Range 9 East, Willamette Meridian, in Klamath County, Oregon, more particularly described as follows:  
Beginning at an iron pin which is North 7 degrees 15' West a distance of 1433.3 feet from the iron pin marking the center quarter corner of said Section 19, said iron pin being South 10 degrees 20' East a distance of 1070.88 feet and South 79 degrees 40' West a distance of 1055.96 feet from the gas pipe monument on the Northwest corner of Pelican City Subdivision; thence North 79 degrees 40' East at right angles to Lakeport Blvd. a distance of 1055.96 feet to an iron pin on the Westerly right of way line of Lakeport Blvd.; thence Northerly along the Westerly right of way line of Lakeport Blvd. to an iron pin that is North 89 degrees 54' West a distance of 78.32 feet and North 23 degrees 49' West a distance of 128.77 feet from the gas monument on the Northwest corner of Pelican City Subdivision, said gas pipe monument being North 89 degrees 54' West a distance of 1995.5 feet from the Southeast corner of said Section 18; thence South 79 degrees 40' West a distance of 182.53 feet to the iron pin on the Westerly line of the old Pelican Bay Lumber Co. spur track; thence Southerly and Westerly along the Westerly and Northerly line of said spur track to an iron pin which is South 79 degrees 40' West a distance of 579.34 feet from the gas pipe monument on the Northwest corner of Pelican City Subdivision; thence North 10 degrees 20' West a distance of 253.0 feet to an iron pin; thence South 79 degrees 40' West a distance of 860.36 feet; thence North 10 degrees 20' West a distance of 192.3 feet; thence South 79 degrees 40' West to the Westerly boundary of Lot 7 said Section 19; thence South 10 degrees 20' East (South 10 degrees 30' East by deed record) along the Westerly boundary of Lot 7, said Section 19, to the line between Lots 7 and 8, said Section 19; thence North 89 degrees 47-1/2' East along said lot line to a point that bears South 86 degrees 34' West from the point of beginning; thence North 86 degrees 34' West from the point of beginning; thence North 86 degrees 34' East to the point of beginning.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said THOMAS LUMBER COMPANY, INC., an Oregon corporation

its heirs and assigns forever.  
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of ONE MILLION TWO HUNDRED THOUSAND and 00/100 Dollars (\$1,200,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

1,200,000.00 Klamath Falls, Oregon, 1972

I (or if more than one maker) we, jointly and severally, promise to pay to the order of THOMAS LUMBER COMPANY, INC., an Oregon corporation at Klamath Falls, Oregon ONE MILLION TWO HUNDRED THOUSAND and 00/100 April 1, 1972 DOLLARS.

with interest thereon at the rate of six percent per annum from until paid, payable in annual installments of not less than \$120,000.00 in any one payment; interest shall be paid in addition to the minimum payments above required; the first payment to be made on the 1st day of April 1973, and a like payment on the 1st day of April thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an 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. The undersigned acknowledge receipt of a copy of this note before signing same.

JELD-WEN, inc., an Oregon corporation

1. Amount of note—Amt. financed \$ By: (R. L. Wendt)

2. FINANCE CHARGE (interest from date to maturity) \$ By: (L. V. Wetter)

3. Total of payments (1 + 2) \$

No. of payments ANNUAL PERCENTAGE RATE %

If prepaid, precomputed interest, then unearned, will be abated.

\* Strike words not applicable.

FORM No. 217—Truth-in-Lending Series—Unsecured Installment Note—No FINANCE CHARGE Except Interest—For Use in Transactions for Maker's Consumer or Agricultural Purposes. STEVEN'S LAW PUB. CO., PORTLAND, ORE.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a)\* ~~for mortgagee's personal family household or agricultural purposes (see dominant No-  
ticebook),~~
- (b) for an organization or (even if mortgagor is a natural person) are for business or commercial pur-  
poses other than agricultural purposes.

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said THOMAS LUMBER COMPANY, INC., an Oregon corporation

an Oregon corporation and its legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said JELD-WEN, inc., an Oregon corporation, its heirs or assigns.

The conditions of Default of the Mortgagor and the Remedies of the mortgagee in the event of default shall be controlled by the terms provided in that certain Purchase Agreement and Security Agreement dated March 9th, 1972 between the parties hereto concerning the above described property.

Witness OUR hand & this 7 day of APRIL, 19 72.  
JOEL WEN inc an Oregon corp.

**\*IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee **MUST** comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a **FIRST** lien to finance the purchase of a dwelling, use **Stevens-Ness Farm No. 1305** or equivalent; if this instrument is **NOT** to be a first lien, use **Stevens-Ness Farm No. 1306**, or equivalent.

By *R. L. Wendt* (R. L. Wendt) President  
By *L. V. Wetter* (L. V. Wetter) Secretary

MORTGAGE  
(FORM No. 7)  
STEVENS-NEESLAND PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON,  
County of Klamath } ss.  
I certify that the within instrument was received for record on the 12th day of APRIL, 1972, at 4:21 o'clock PM., and recorded in book M 72 on page 3875 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. MILNE  
COUNTY CLERK Title.  
By *Robert Morgan* Deputy.  
AFTER RECORDING RETURN TO  
FEE \$4.00

STATE OF OREGON           )  
County of Klamath         ) ss.

April 7, 1972, A. D., 1972.  
 Personally appeared the above named R. L. Wendt, who  
 stated that he was the President of Jeld-Wen, inc., an Oregon corporation,  
 and personally appeared the above named L. V. Wetter, who stated that he  
 was the Secretary of Jeld-Wen, inc., an Oregon corporation, the Mortgagor  
 herein named, and acknowledged that the foregoing Mortgage is the voluntary  
 act and deed of said corporation, pursuant to Resolution of its Board of  
 Directors. Before me:

Marion L. Strong  
Notary Public for Oregon

My Commission Expires:  
January 8, 1974