

34000

THIS MORTGAGE Made this 1st day of May, 1972, between PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC. an Oregon non-profit Corporation, duly organized and existing under the laws of the State of Oregon, hereinafter called the Mortgagee, and Presbytery of Southwest Oregon, an Oregon non-profit Corporation, hereinafter called the Mortgagor, WITNESSETH, That said mortgagor, in consideration of Ten and no/100-----Dollars, to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators, successors and/or assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows: A tract of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Blocks 7 & 8 and vacated Hilltop Street, McLoughlin Heights subdivision, more particularly described as follows: Beginning at a brass capped monument set in concrete being the Northeast corner of said McLoughlin Heights and the Northeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 20; thence South 00°46'00" West along the Easterly line of said McLoughlin Heights and the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 20 a distance of 672.30 feet (670.98 feet by McLoughlin Heights plat) to a one-half inch iron pin on the beginning of a 20 foot radius curve to the right, said point being on the Northerly right-of-way line of Foothill Blvd; thence along the arc of said curve 41.11 feet to the end of said curve; thence North 63°00'00" West along said Northerly right of way line 104.35 feet (104.59 feet by said plat) to a one-half inch iron pin; thence along the arc of a 774.83 feet radius curve to the left along said Northerly right-of-way line a distance of 311.43 feet to a one-half inch iron pin on said curve (the long chord bears North 74°30'54" East 309.34 feet); thence North 03°58'16" East radial to said curve a distance of 565.60 feet to a one-half inch iron pin on the North line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 20 and said McLoughlin Heights; thence South 89°21'00" East along said North line a distance of 390.0 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, his heirs, executors, administrators, successors and/or assigns forever.

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

Right of prepayment without penalty.

\$16,000.00

May 1

1972

FOR VALUE RECEIVED, PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC., a Corporation, promises to pay PRESBYTERY OF SOUTHWEST OREGON, non-profit corporation or order, at

Sixteen thousand and no/100-----DOLLARS,

in lawful money of the United States of America, with interest thereon, in like lawful money, at the rate of Six (6%) per cent per annum from date until paid, payable in annual installments of not less than

\$8,000.00 in any one payment, plus the full amount of interest due on this note at the time of

payment of each installment. The first payment to be made on the 1st day of May, 1973, and a like payment on the 1st day of May, 1974, thereafter, until the whole sum, principal and

interest, has been paid; if any of said installments is 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. And in case suit or action is instituted to collect this note or any portion thereof, said corporation promises to pay such additional sum as the Court may adjudge reasonable as Attorney's fees in such suit or action.

IN WITNESS WHEREOF, the

of said Corporation, under authority of a resolution adopted by its Board of Directors, have hereunto signed the name of the Corporation and affixed its corporate seal.

PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC.

No. By President By Secretary

FORM No. 101—Note—Corporation—Installment.

8210 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

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(s), principal and interest, according to the terms thereof; that while any part of said note(s) remain(s) 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(s) 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 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 his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; 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.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) according to its (their) 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(s); 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(s) 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(s) without waiver, however, of any right arising to the mortgagee 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. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, 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, PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC. 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC.

Executed in the Presence of

By Chas. A. Bailey President

By Esten E. Balsiger Secretary

STATE OF OREGON,

County of Klamath

ss.

before me appeared Chas. A. Bailey and Esten E. Balsiger both to me personally known, who being duly sworn, did say that he, the said Chas. A. Bailey is the President, and he, the said Esten E. Balsiger is the Secretary of Presbyterian Intercommunity Hospital, Inc. 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 Chas. A. Bailey and Esten E. Balsiger acknowledged said instrument to be the freewill and deed of said Corporation.

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

Clara M. Talney  
Notary Public for Oregon.  
My commission expires 2-5-73

MORTGAGE

Corporation  
(FORM No. 73A)

TO

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 5th day of JUNE, 19 72, at 4:08 o'clock P.M., and recorded in book M. 72 on page 5976 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By Wm. D. Milne  
County Clerk-Recorder.

FEES \$1.00 Deputy.

WIT STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

Steven Zemelky  
S. Z. & S.  
538 Main