

MORTGAGE

A parcel of land located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 5, Township 39 South, Range 9 E.W.M., and being a portion of Government Lots 4 and 5, said Section, Township and Range, more particularly described as follows:

Parcel 1:  
Beginning at a point which is South a distance of 285.0 feet from 208.71 feet and East a distance of 285.0 feet from the Northwest corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 5, said point being on the South line of that certain parcel of land conveyed by the City of Klamath Falls to H. A. Micschelm et ux by deed dated November 8, 1948, recorded November 16, 1948, in Volume 226, Page 423, Deed Records of Klamath County, Oregon; thence continuing East along the South line of said parcel a distance of 192.42 feet to Southeast corner thereof; thence North along East line of said parcel a distance of 208.71 feet to North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence East along said North line a distance of 389.88 feet to a point; thence South 0° 43' West a distance of 460.7 feet to a point on Northwesterly line of a parcel of land deeded to Great Northern Railway Co. by deed recorded October 21, 1927, in Volume 76, Page 635, Records of Klamath County, Oregon; thence South 28° 43' West, along said Northwesterly line a distance of 590.02 feet to Northeasterly corner of a parcel of land deeded to California Oregon Power Co. by deed recorded December 16, 1953, in Volume 264, Page 436, Records of Klamath County, Oregon; thence West along North line of said parcel a distance of 296.75 feet to a point, said point being East a distance of 285.0 feet from West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence North and parallel to said West line and 285.0 feet distance East therefrom, a distance of 761.29 feet, more or less, to point of beginning.

Parcel 2:  
A parcel of land located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 5, Township 39 South, Range 9 E.W.M., and being a portion of Government Lots 4 and 5, said Section, Township and Range, more particularly described as follows:

Beginning at a point on the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  which is East along said line a distance of 477.42 feet from Northwest corner thereof; thence continuing East along said North line a distance of 389.88 feet to a point; thence South 0°43' West a distance of 460.7 feet to a point on Northwesterly line of a parcel of land deeded to Great Northern Railway Co. by deed recorded October 21, 1927, in Volume 76, Page 635, Records of Klamath County, Oregon; thence South 28°43' West along said Northwesterly line a distance of 590.02 feet to Northeasterly corner of a parcel of land deeded to California Oregon Power Co. by deed recorded December 16, 1953, in Volume 264, Page 436, Records of Klamath County, Oregon; thence West along North line of said parcel a distance of 521.75 feet to East line of a parcel of land deeded to Klamath County for road purposes by deed recorded November 17, 1948, in Deed Volume 226, Page 429, Records of Klamath County, Oregon; thence North along East line of said parcel to a point which is South along said line a distance of 208.71 feet from North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ , said point being Southwest corner of a parcel of land deeded by City of Klamath Falls to H.A. Mitschelm et ux, recorded November 16, 1948, in Deed Volume 226, Page 422, Records of Klamath County, Oregon; thence East along South line of said parcel a distance of 417.42 feet; thence North along East line thereof 208.71 feet to point of beginning. Excepting therefrom that portion described in deed recorded November 25, 1971, in Volume M71, Page 12415, Microfilm Records of Klamath County, Oregon.

TO HAVE AND TO HOLD the above described real property, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto said Mortgagees, their heirs and assigns, forever.

Mortgagor covenants with Mortgagees that it is the owner of the real property herein described; and that the same is free and clear of all liens, encumbrances and taxes; and that it will, and its successors and assigns will, warrant and forever defend the above described property, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure the payment of an indebtedness in the amount of \$80,000.00, evidenced by a promissory note of even date in the amount of \$80,000.00, executed by Mortgagor, the principal sum being payable as follows: Not less than the sum of \$1,333.33 payable on the 10th day of January, 1974, plus interest at the rate of 7% per annum from date hereof; and not less than the sum of \$1,333.33 on the 10th day of each and every month thereafter, plus interest accrued to date of payment, until the balance due hereunder has been paid in full, plus interest.

Said promissory note is payable to the order of Mortgagees and provides for the payment of such sums as the court shall adjudge reasonable as attorneys' fees to be allowed in the event suit or action is instituted, and for further attorneys' fees in the event any such suit or action is appealed to a higher court. Also, to secure any and all renewals or extensions of said promissory note hereinabove referred to, and to secure such further advances which Mortgagees at their option may make to, for or on account of Mortgagor during the life of this mortgage.

Mortgagor shall have the right to prepay the principal sum, or any part thereof, at any time after January 10, 1974.

Notwithstanding any provisions to the contrary, no default under the terms of this mortgage shall be effective until Mortgagees have given Mortgagor ten (10) days written notice of said default, and in that event Mortgagor during said 10-day period from the date of receipt of said notice shall have the right to cure said default so the same will not become effective.

Mortgagor agrees with Mortgagees to pay said obligation and interest, taxes, assessments, liens or other charges hereafter levied against said property, each respectively when due, to keep said property free and clear of all liens and encumbrances and in good condition and repair, and to give the same the best of care, subject to Mortgagees' inspection at all times.

Mortgagor agrees that it will, at its own cost and expense, keep the structures erected on the real property hereinabove described insured against damage or loss by fire or other casualty in the amount of the full insurable value, and agrees to deliver to Mortgagees insurance policies in said amount, payable to Mortgagees as their interest may appear, and which policies shall be satisfactory to Mortgagees and carried in insurance companies satisfactory

to Mortgagees, and all of said policies shall be assigned and made payable to Mortgagees as their interest may be made to appear. Mortgagor agrees to immediately deliver said policies to Mortgagees, to be retained by them during the existence of this mortgage. Said Mortgagor does hereby appoint Mortgagees, or their agents, the lawful attorney-in-fact of Mortgagor to make proof of loss under said policies, collect, adjust, sue for or compromise the same and all claims thereunder, and apply the net proceeds, less expenses and reasonable attorneys' fees on sums then secured hereby.

In the event Mortgagor shall fail to pay any taxes, assessments, fees, liens, or charges of any kind, now or hereafter existing against said property when payable, or shall fail to pay any sum or sums which may now be or hereafter become due and owing to any person or persons whomsoever who may have or claim any interest in or lien upon said real property, or shall fail to pay any taxes or assessments or other charges when payable, or any other lien arising on said real property, or other sums having a priority hereto, or given or suffered contrary to the provisions hereof, or if Mortgagor fails to keep said property in good order and repair, Mortgagees, at their option, may without notice to Mortgagor and without being deemed to have waived any of the provisions hereof, pay the same, which amounts so paid shall become due and payable forthwith, shall bear interest at the rate of 8% per annum until repaid, and shall be secured hereby, together with reasonable attorneys' fees and other expenses attending the same, and any such failure on the part of Mortgagor shall be deemed a breach of the covenants of this mortgage.

In the event Mortgagor shall violate any of the terms, covenants or conditions of said promissory note, or of this mortgage, or should Mortgagees deem themselves insecure, or in the event Mortgagor fails to pay the taxes, assessments, fees, liens or sums having priority hereto when the same shall become due and payable, or in the event Mortgagor fails to pay any installments of principal or interest hereon on their due dates, or fail to pay any other sums secured hereby,



Mortgagees, at their option, may declare the whole sum of both principal and interest due and payable, and waiver of any preceding breach of covenant shall not constitute a waiver of any succeeding breach of covenant; and in the event of any such default hereunder, or in the event Mortgagor shall violate any of the terms, covenants or conditions of this mortgage, or of the indebtedness secured hereby, Mortgagees may foreclose and sell the mortgaged property as prescribed by law, without prejudice to any other lawful rights or remedies, and out of the proceeds of said sale retain the reasonable costs of searching the records, title insurance, costs and disbursements of suit and sale, reasonable attorneys' fees, including attorneys' fees on appeal, interest and principal, all of which sums are secured hereby, and the overplus, if any, shall be paid to Mortgagor upon demand. In the event the proceeds from said sale shall not be sufficient after paying all costs and expenses to pay all the sums secured hereby, any deficiency shall become immediately due and payable, and Mortgagor agrees to pay the same forthwith.

If foreclosure is commenced, the court may, with or without notice, appoint a receiver with the usual powers to operate, protect, conserve, repair, insure and sell the property, collect the rents, revenues and profits thereof, and apply the same first to expenses of receiver and then to costs and expenses aforesaid and indebtednesses secured hereby.

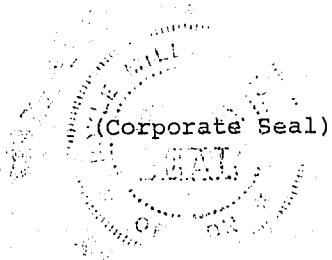
If default is made in any of the terms, covenants or provisions hereof, or of said promissory note, or other indebtednesses secured hereby, all rents, revenues and profits from the mortgaged property, or any part thereof, arising or accruing subsequent to any such default during the life of this mortgage, and until the full payment of the indebtednesses now or hereafter secured hereby, are hereby assigned and transferred to Mortgagees as additional security for the indebtednesses now or hereafter secured hereby. The provisions hereof extend to and bind the heirs, legal representatives, successors

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and assigns of the parties hereto, each respectively as the context imports. At any sale or sales hereunder Mortgagees may become purchasers.

If all sums and indebtednesses secured hereby are paid, and each and all of the terms and conditions hereof are strictly complied with by Mortgagor, then this conveyance shall be void.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be executed by its duly authorized representatives this 1st day of April, 1973.



DOYLE MILLING CO., INC.

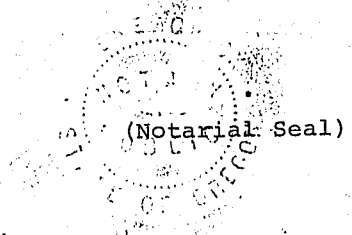
By James Everett Doyle  
President

By Kerry J. Doyle  
Secretary

STATE OF OREGON )  
County of Coos ) SS.

THIS IS TO CERTIFY, That on this 1st day of April, 1973, before me personally appeared JAMES EVERETT DOYLE and KERRY DOYLE, both to me personally known, who, each being duly sworn, did say: That he, the said JAMES EVERETT DOYLE, is the President, and he, the said KERRY DOYLE is the Secretary of DOYLE MILLING CO., INC., the within named corporation; and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said JAMES EVERETT DOYLE and KERRY DOYLE acknowledged said instrument to be the free act and deed of said corporation.

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



[Signature]  
Notary Public for Oregon  
My Commission Expires: October 18, 1975

STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:  
Klamath County Title  
on this 12 day of April A. D., 19 73  
at 4:04 o'clock P. M. and duly  
recorded in Vol. M-73 of Mortgages  
Page 4366

WM. D. MILNE, County Clerk

By Harold Drayton  
Deputy.  
Fee 12.00

Return  
Klamath County Title  
P.O. Box 151  
Klamath Falls, Oregon  
97601  
Mortgage - 6.