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## M O R T G A G E

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THIS MORTGAGE, Made this First day of April, 1973, between BARTLETT, BURY, ROBINSON & TUTTLE, INC., an Oregon corporation hereinafter called the Mortgagor, and WESTERN BANK, Trustee of WILLIAM A. BARTLETT, M.D., P.C., Profit Sharing Plan; WESTERN BANK, Trustee of WILLIAM A. BARTLETT, M.D., P.C., Money Purchase Pension Plan; CHARLES D. BURY, M.D., ALDEN B. GLIDDEN, M.D., MURRAY E. ROBINSON, M.D., KENNETH L. TUTTLE, KAREN L. TUTTLE and JOHN A. GERBERT, Trustees of the KENNETH L. TUTTLE, M.D., P.C., Employees Profit Sharing and Pension Plan, hereinafter called the Mortgagees,

WITNESSETH, That said mortgagor in consideration of the sum of FORTY-FIVE THOUSAND THREE HUNDRED SEVEN AND 52/100 DOLLARS (\$45,307.52), to be paid by said mortgagees does hereby grant, bargain, sell and convey unto said mortgagees their heirs, personal representatives, successors and/or assigns as certain real property situated in Klamath County, State of Oregon, bounded and described as follows:

PARCEL ONE: A portion of vacated and repartitioned Block 5 of "Resubdivision of a Portion of McLoughlin Heights", more particularly described as follows:

Beginning at the intersection of the Easterly boundary of relocated Uhrmann Road and the Southerly boundary of Daggett Avenue from which the monument marking the center quarter-section corner of Section 20, Twp. 38 S., R. 9 E. W. M. bears N. 87° 49' W. 60.0 feet and South 0° 51' W. 839.1 feet distant (said point being also the Northwest corner of vacated and repartitioned Block 5 of "Resubdivision of a Portion of McLoughlin Heights"); thence following the Northerly and Easterly boundaries of said Block 5, S. 87° 49' E. 36.54 feet to a point; thence around a circular curve to the right (which has a radius of 119.49 feet, a central angle of 75° 22' 40", and a long chord which bears S. 50° 05' 20" E. 146.1 feet) a

distance of 157.3 feet to a point, thence S. 12° 26' 20" E. 102.1 feet to a point; thence N. 82° 01' W. 174.7 feet to a point on the Easterly boundary of relocated Uhrmann Road and the Westerly boundary of said Block 5; thence N. 0° 51' E. 170.5 feet, more or less, to the point of beginning.

PARCEL TWO: A portion of vacated and repartitioned Block 5 of "Resubdivision of a Portion of McLoughlin Heights" and being the Northerly 23.0 feet of the following described parcel; said 23.0 feet lying Southerly and measured at right angles to the Northerly line of said parcel:

Beginning at a point on the easterly boundary of relocated Uhrmann Road and the westerly boundary of vacated and repartitioned Block 5 of "Resubdivision of a Portion of McLoughlin Heights" from which the monument marking the center quarter-section corner of Section 20, T. 38 S., R. 9 E., W. M. bears N. 82° 01' W. 60.47 feet and S. 0° 51' W. 674.8 feet distant and the northwest corner of said Block 5 bears N. 0° 51' E. 170.5 feet distant; thence S. 82° 01' E. 174.7 feet to a point on the easterly boundary of said Block 5; thence S. 12° 26' 20" E. along said easterly boundary 159.0 feet to a point; thence N. 82° 01' W. 211.6 feet to a point on the Westerly boundary of said Block 5; thence N. 0° 51' E. 150.25 feet, more or less, 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 mortgagees, their heirs, executors, administrators, successors and/or assigns forever.

This mortgage is intended to secure the payment of six promissory notes of which copies are attached to this mortgage marked Exhibits A thru F and are incorporated into it and made a part of this mortgage as it fully set forth herein:

And said mortgagor covenants to and with the mortgagees, their 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 notes, principal and interest, according to the terms thereof; that while any part of said property, or this mortgage or the notes 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 mortgagees against loss or damage by fire in the insurable value thereof, in such company or companies as the mortgagees may designate, and will have all policies of insurance on said property made payable to the mortgagees as his interest may appear and will deliver all policies of insurance on said premises to the mortgagees 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 notes according to 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 notes; 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 mortgagees shall have the option to declare the whole amount unpaid on said notes 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 mortgagees may at their 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 notes without waiver, however, of any right arising to the mortgagees for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagees at any time while the mortgagor neglects to repay any sums so paid by the mortgagees. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said notes shall be included in the lien of this mortgage.

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 mortgagees respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagees, 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 mortgagees 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.

This mortgage is subordinate and junior to a certain mortgage executed by BARTLETT, BURY, ROBINSON & TUTTLE, INC., an Oregon corporation as mortgagor and the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, the Federal Corporation as mortgagee, dated June 8, 1972, recorded June 20, 1972, in Volume M-72, Page 6667, Records of Klamath County, Oregon, and rerecorded on August 10, 1972, in Volume M-72, Page 8871, Records of Klamath County, Oregon, given to secure the payment of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).

IN WITNESS WHEREOF, BARTLETT, BURY, ROBINSON & TUTTLE, INC., an Oregon 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 2 day of April, 1973.

BARTLETT, BURY, ROBINSON  
& TUTTLE, INC.  
An Oregon Corporation

By William O. Davis  
President

By Kenneth F. Tuttle  
Secretary



STATE OF OREGON )  
 ) ss.  
 County of Klamath )

On this 2 day of April, 1973,  
 before me appeared WILLIAM A. BARTLETT, M.D., and  
 KENNETH L. TUTTLE, M.D., both to me personally  
 known, who being duly sworn, did say that he, the  
 said WILLIAM A. BARTLETT, M.D., is the President,  
 and he, the said KENNETH L. TUTTLE, M.D., is the  
 Secretary of BARTLETT, BURY, ROBINSON & TUTTLE, 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  
 WILLIAM A. BARTLETT, M.D., and KENNETH L. TUTTLE,  
 M.D., acknowledged said instrument to be the free  
 act 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.

*Virginia M. Peterson*  
 NOTARY PUBLIC FOR OREGON  
 My Commission expires: 1-22-73



STATE OF OREGON  
 County of Klamath  
 Filed for record on pages of  
 WESTERN BANK  
 on the 23rd day of April A.D. 1973  
 at 10:02 A.M.  
 Registered as M 73 MORTGAGE  
 Vol. 4811  
 Filed for record, County Clerk  
 By *Hazel Drayton*  
 Fee \$ 12.00

MORTGAGE, PAGE SIX.

Ref: Western Bank  
 PO Box 1099  
 Coos Bay, Ore 97000  
 attn: Sharon McNew