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MORTGAGE

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., MURRARY 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 quartersection 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 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 corner of the control of t 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

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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:

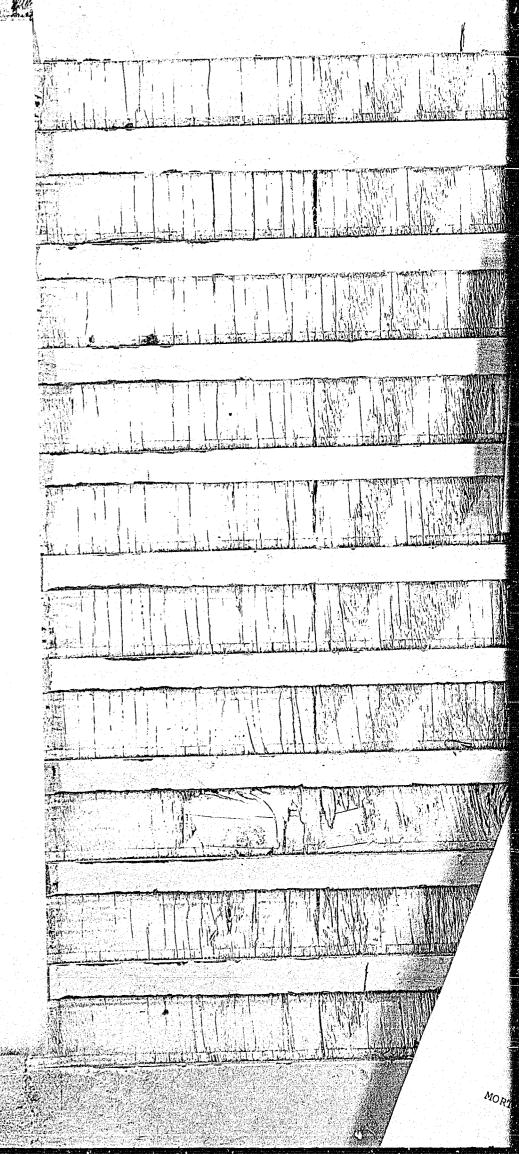
Beginning at a point on the easterly boundary of relocated Uhrmann Road and the westerly boundary of vacated and repartitioned Block 5 of "Resubdivision of a Portion of McLoughlin Heights" from which the monument marking the center quartersection corner of Section 20, T. 38 S., R. 9 E., W. M. bears N. 82° 01' W. 60.47 feet and S. 0° 51' W. 674.8 feet distant and the northwest corner of said Block 6 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:

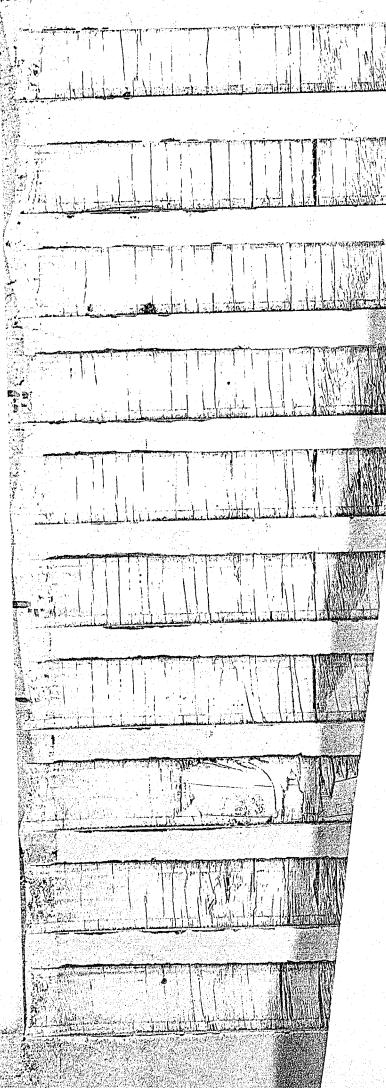
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And said mortgagor covenants to and with the mortgagees, their heirs, executors, administrators, successors and/or assigns, that it is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto and will warrant and forever 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

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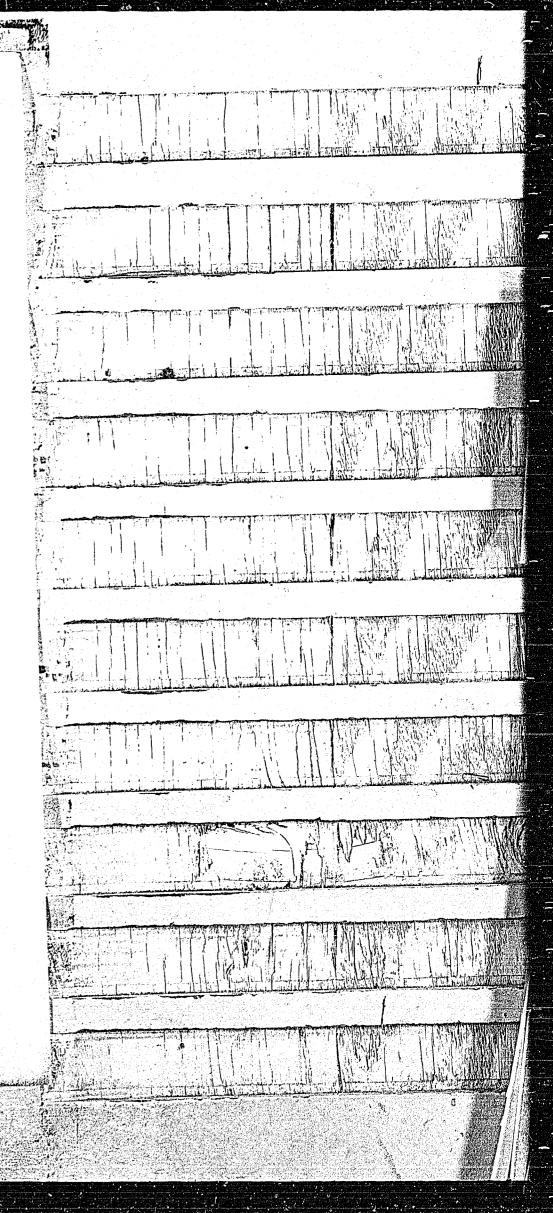
lien on said premises or any part thereof, the mortgagees shall have the option to declare the whole amount unpaid on said notes or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any 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 convenants 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

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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

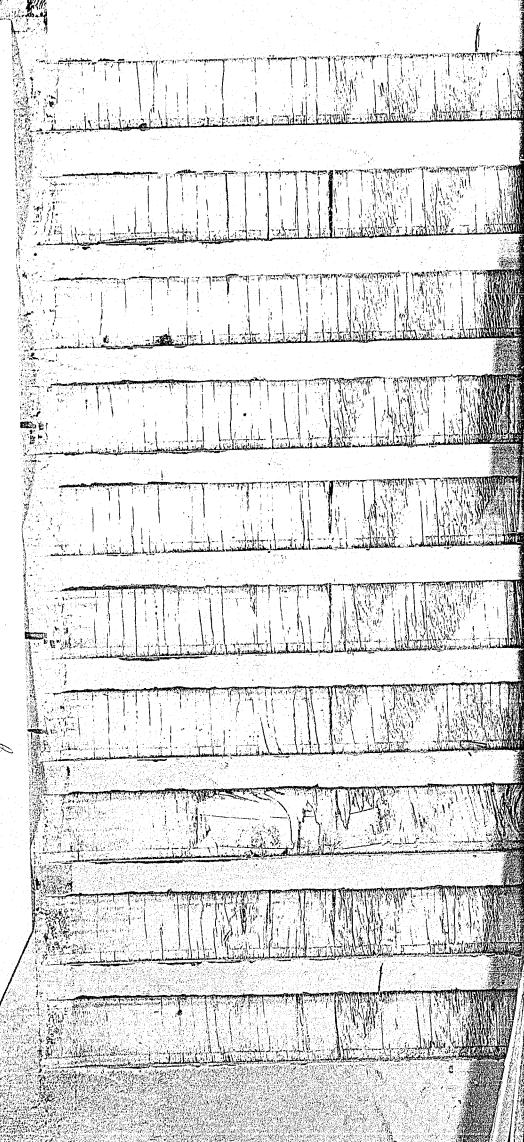
2 day of 14 pric , 1973.

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

Brasident

By Kenneth & David

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STATE OF OREGON

County of Klamath

On this day of Apace, 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.

NOTARY PUBLIC FOR OREGON My Commission expires:

THE OF DECIMAL! Presty of Research ( held for second of request of VE STERU DAN E

To \$ 12,00

STATE OF DREGON, (

WESTERN BANK, TRUST DEPARTMENT POST OFFICE BOX 1099 COOS BAY, OPEGON 97420

County of Klamath Filed for record at request of \_A.D. 19\_<u>7.3</u>

PROMISSORY NOTE

\$1,500.00

Klemath Falls, Oregon, April 1, 1973

The undersigned corporation promises to pay to the crear of the WESTERN BANK, Trustee of the WESTERN A. BARTKETT, M.D., P.C., Memoy Purchase Pension Plan in Klamath Falls, Oregon, pretern Humpred And No/100 Bollars (\$1,500.00) with interest thereon at the rate of ten percent (100) per unnum from April 1, 1973, until paid, payable in installments of not less than NATHETERM AND 03/100 Bollars (\$19.03), in any one payment. Interest shall be paid monthly and is included in the minimum payments above required. The first payment to be made on the lirat day of April, 1973, and a like payment to be made on the first day of each and every month themsafter until the whole sum, principle and interest has been paid.

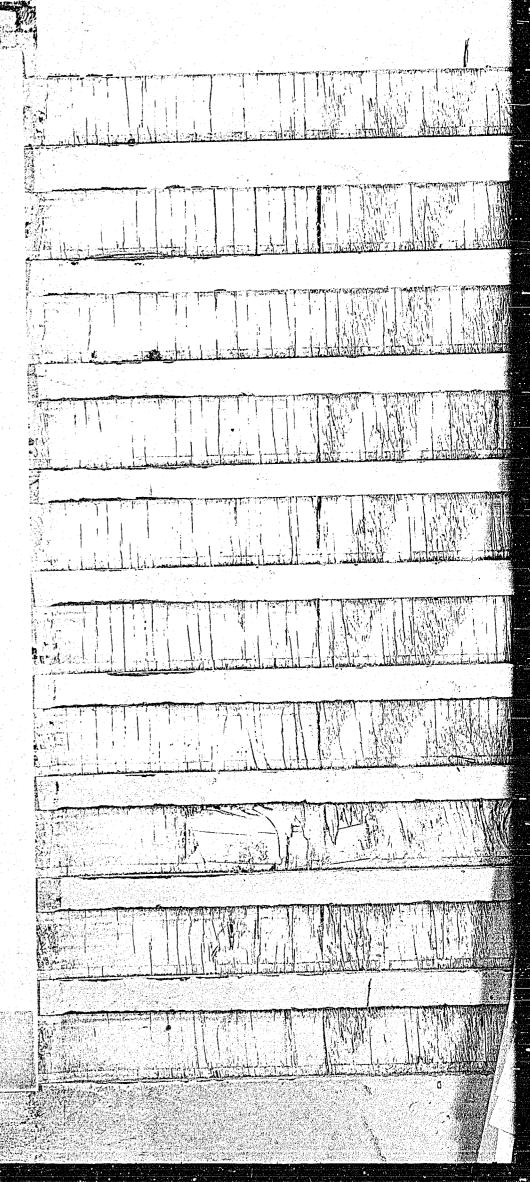
If any of said installments is not so paid, then the whole sum of principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the heads of an attorney for collection, the undersigned promises and agrees to pay the reasonable collection costs to the holder hereof, and if suit or action to filed hereof, the undersigned also promises to pay holder's reasonable attorneys' fors fixed by the trial court, and if any appeal is taken from the decision of the trial court, such further sum as may be fixed by the appellant court as the holder's reasonable attorneys' fees therein.

BARTLETT, BURY, ROBINSON
- 6 TUFTLE, INC.
An Oregon Corporation

By /s/ William A. Bartlett Prosident

By /s/ Kenneth L. Tuttle Secretary

EXHIBIT "B"



PROMISSORY NOTE

\$9,500.00

Klamath Falls, Oregon, April 1, 1973

The undersigned corporation promises to pay to the order of ALDEN B. GLIDDEN, M.D., NINE THOUSAND FIVE HUNDRED AND RO/100 ROBBARS (\$9,500.00) with interest thereon at the rate of ten percent (10%) per annum from April 1, 1973, rate of ten percent (10%) per annum from April 1, 1973, rate of ten percent (10%) per annum from April 1, 1973, rate of ten percent (10%) per annum from April 1, 1973, rate of the payable in inctallments of not less than ONE MINDRED TENENTY-FIVE AND 55/100 DOLLARS (\$125.55), in any landers to repayment. Interest chall be paid monthly and is included one payment. Interest chall be paid monthly and is included in the mindre payments above required. The first payment to be made on the first day of April, 1973, and a like payment to be made on the first day of each and every month thereafter until the whole sum, principal and interest has been paid.

If any of said installments is not so paid, then the whole sum of principal and interest to become immediately due and collectible at the option of the holder of this note. It this note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the reasonable collection costs to the helder thereof, and if suit or action solication costs to the helder thereof, and if suit or action filed hereon, the undersigned also promises to pay holder's reasonable attorneys' fees fixed by the trial court, and if note further sum as may be fixed by the appellant court as the holder's reasonable attorneys' fees therein.

BARTLETT, DURY, ROBINSON & TUTTLE, INC.
An Oragon Corporation

By s/ William A. Bartlett
President

By s/ Kenneth L. Tuttle
Secretary



