

28-5401

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79621

MORTGAGE.

THIS MORTGAGE, Made this 31st day of July, 1973, by and between WEYERHAEUSER COMPANY, a Corporation, hereinafter called Mortgagor, and RICHARD J. SMITH, hereinafter called Mortgagee;

WITNESSETH:

That Mortgagor for and in consideration of the sum of \$37,500.00 lawful money of the United States of America in hand paid by Mortgagee, receipt of which is hereby acknowledged, and in order to secure the repayment thereof according to the promissory note hereinafter mentioned, does hereby grant, bargain, sell, convey and confirm unto mortgagee, his heirs, successors and assigns, those certain premises situate in the County of Klamath, State of Oregon, described as follows, to-wit:

A parcel of land situated in Section 3, T37S, R14E, W.M., Klamath County, Oregon being more particularly described as follows:

Commencing at a brass cap marking the south quarter corner of said Section 3; thence N89°43'28"W along the south line of said Section 3, 105.00 feet to a 5/8 inch iron pin marking the POINT OF BEGINNING for this description; thence continuing N89°43'28"W along said south section line, 1047.21 feet to a 5/8 inch iron pin on the easterly right-of-way line of the Gerber Ranch Road; thence leaving said south section line N64°11'42"W along said easterly right-of-way line, 31.55 feet to a 5/8 inch iron pin at the beginning of a curve to the right; thence along the arc of a 225.00 feet radius curve to the right (delta = 45°39'00"; long chord = N41°22'12"W, 174.56) 179.27 feet to a 5/8 inch iron pin at the end of curve; thence N18°32'42"W along said easterly right-of-way line, 301.25 feet to a 5/8 inch iron pin at the beginning of a curve to the right; thence along the arc of a 76.00 feet radius curve to the right (delta = 75°11'10"; long chord = N19°02'53"E, 92.73) 99.73 feet to a 5/8 inch iron pin at the end of curve and the intersection of said easterly right-of-way line of Gerber Ranch Road with the easterly right-of-way line of the Old Bly-Bonanza Wagon Road (Keno Springs Road); thence N56°38'28"E along said easterly right-of-way line, 785.56 feet to a 5/8 inch iron pin at the beginning of a curve to the left; thence along the arc of a 770.00 foot radius curve to the left (delta = 19°47'15"; long chord = N46°44'51"E, 264.61) 265.92 feet to a 5/8 inch iron pin at the end of curve; thence N36°51'13"E along said easterly right-of-way line, 1420.11 feet to a 5/8 inch iron pin; thence leaving said easterly right-of-way line S60°59'31"E, 679.57 feet to a 5/8 inch iron pin; thence S75°18'34"E, 537.69 feet to a 5/8 inch iron pin; thence S84°32'42"E, 533.34 feet to a 5/8 inch iron pin; thence S57°21'00"W, 2402.00 feet to a 5/8 inch iron pin; thence S08°17'00"W, 465.00 feet to the point of beginning containing 69.56 acres more or less.

SUBJECT To easements and rights of way of record and those apparent on the land;

Together with all and singular the tenements, hereditaments, rights, easements, privileges and appurtenances thereunto

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belonging or in anywise appertaining.

TO HAVE AND TO HOLD The same unto the said mortgagee and to his heirs, successors and assigns forever.

This Mortgage secures the principal sum hereinabove mentioned as the consideration herefor, with interest thereon according to the tenor and effect of that certain promissory note of even date herewith in the sum of \$37,500.00, the final payment of said principal sum being due and payable on January 4, 1974; said note being hereby secured and by reference made a part hereof as executed and delivered by the Mortgagor, and is payable to the order of the Mortgagee in lawful money of the United States of America at Klamath Falls, Oregon, or at such other place as the holder thereof may designate in writing.

The Mortgagor warrants that the sum represented by the above-described Note and this Mortgage bear interest rates that have been fully disclosed by the Mortgagee.

Mortgagor, for the consideration aforesaid, hereby covenants and agrees to and with Mortgagee as follows:

1. To pay unto Mortgagee the indebtedness evidenced by said Note according to the terms thereof, together with interest thereon at the applicable rate set forth in said Note, in lawful money of the United States of America;
2. To pay before they become delinquent, all taxes assessments and excises of every type or nature that may be levied, assessed or imposed upon the mortgaged property or any part thereof;
3. In case of default in the payment of the indebtedness evidenced by said Note, of the said principal or interest due thereon, Mortgagee may at once proceed to foreclose this Mortgage for the amount due as in said Promissory Note contained;
4. Upon the commencement of any proceedings to collect the indebtedness or disbursements secured hereby, or any part thereof, by the foreclosure of this Mortgage or otherwise, there shall become due, and Mortgagor agrees to pay in addition to the costs and charges allowed by law, a reasonable sum as and for attorneys' fees, including any attorneys' fees on appeal, as an additional indebtedness hereunder and under the Note secured hereby, and it is agreed that this Mortgage shall stand as security therefor.

The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, devisees, legatees, personal representatives and assigns of the parties hereto. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. This Mortgage shall be construed to be applicable to and include a corporation or corporations that may be a party or parties hereto.

Upon full and complete performance of the covenants and agreements and the payments herein contained, this Mortgage shall be null and void, otherwise it shall be and remain in full force and effect.

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IN TESTIMONY WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

WEYERHAEUSER COMPANY

By Bernard S. Agrons
Regional Vice President.

STATE OF OREGON,)
(ss.
County of Klamath.)

JULY 31, 1973,

Personally appeared B. Z. AGRONS, who being duly sworn, did say that he is Regional Vice-President of WEYERHAEUSER COMPANY, and that said instrument was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Anne Rousseau
Notary Public in and for said County
and State.
My Commission Expires: DECEMBER 15, 1976

Return to:
Proctor, A. Puckett
280 Main St.
City 97601
Richard J. Smith

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.
this 31st day of July A. D. 19 73 at 4:52 o'clock P M., and
duly recorded in Vol. M73, of Mortgage on Page 9931.

Fee \$6.00

Wm D. MILNE, County Clerk
By Lucia Quintela