

M O R T G A G E

1 THIS MORTGAGE, made this 3rd day of January, 1974, be-
 2 tween FLYING DUTCHMEN LAND & CATTLE CO., INC., a Corporation, duly
 3 organized and existing under the laws of the State of Oregon, herein-
 4 after called the Mortgagor, and CECIL C. HUNT, MARTHA C. HUNT, EUNICE
 5 B. GOETZ, ROBERT L. GOETZ, EUNICE B. GOETZ, Guardian of DOUGLAS GOETZ,
 6 and EUNICE B. GOETZ, Guardian of GREGORY GOETZ, hereinafter called
 7 the Mortgagee,

8 WITNESSETH: That said mortgagor, in consideration of TWO
 9 HUNDRED FORTY THOUSAND and No/100ths (\$240,000.00) Dollars, to it paid
 10 by said mortgagee, does hereby grant, bargain, sell and convey unto
 11 said mortgagee, their heirs, executors, administrators, successors
 12 and/or assigns, that certain real property situated in Klamath County,
 13 State of Oregon, being more particularly described in Exhibit A attach-
 14 ed hereto and by this reference made a part hereof.

15 Together with all and singular the tenements, hereditaments
 16 and appurtenances thereunto belonging or in anywise appertaining, and
 17 which may hereafter thereto belong or appertain, and the rents, issues
 18 and profits therefrom, and any and all fixtures upon said premises at
 19 the time of the execution of this mortgage or at any time during the
 20 term of this mortgage.

21 To Have and to Hold the said premises with the appurtenances
 22 unto the said mortgagee, their heirs, executors, administrators,
 23 successors and/or assigns forever.

24 This mortgage is intended to secure the payment of a prom-
 25 issory note of which the following is a substantial copy:

\$240,000.00 Klamath Falls, Oregon, January 3, 1974
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of Cecil C. Hunt,
 Martha C. Hunt, Eunice B. Goetz, indiv. & as Gdn. of Douglas & Gregory Goetz, and
 Robert L. Goetz at _____ DOLLARS,
 Two Hundred Forty Thousand and no/100 _____ date hereof _____ until paid, payable in
 with interest thereon at the rate of 6% percent per annum from _____ annually _____ and
 annual _____ installments of not less than \$20,000.00 in any one payment; interest shall be paid _____ day of _____ January
 in addition to the minimum payments above required; the first payment to be made on the 1st _____ day of _____ January
 1975, and a like payment on the 1st _____ day of _____ January thereafter, until the whole sum, principal and
 interest has been paid; if any of said installments is not so paid, all 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 hands of an attorney for collection, I/we promise and agree to pay holder's
 reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or action is filed, the
 amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein,
 is tried, heard or decided.
 * Strike words not applicable.

By: /s/ Teunis J. Roeloffs
 President

By: /s/ Thys DeHoop
 Vice President - Treasurer

1 And said mortgagor covenants to and with the mortgagee,
 2 their heirs, executors, administrators, successors and/or assigns,
 3 that it is lawfully seized in fee simple of said premises and has a
 4 valid, unencumbered title thereto and will warrant and forever de-
 5 fend the same against all persons; that it will pay said note, prin-
 6 cipal and interest, according to the terms thereof; that while any
 7 part of said note remains unpaid it will pay all taxes, assessments
 8 and other charges of every nature which may be levied or assessed
 9 against said property, or this mortgage or the note above described,
 10 when due and payable and before the same may become delinquent; that
 11 it will promptly pay and satisfy any and all liens or encumbrances
 12 that are or may become liens on the premises or any part thereof
 13 superior to the lien of this mortgage; that it will keep the buildings
 14 now on or which hereafter may be erected on the said premises contin-
 15 uously insured against loss or damage by fire and such other hazards
 16 as the mortgagee may from time to time require, in an amount not less
 17 than the original principal sum of the note or obligation secured by
 18 this mortgage, in a company or companies acceptable to the mortgagee,
 19 with loss payable first to the mortgagee and then to the mortgagor as
 20 their respective interests may appear; all policies of insurance shall
 21 be delivered to the mortgagee as soon as insured. Now, if the mort-
 22 gator shall fail for any reason to procure any such insurance and to
 23 deliver the said policies to the mortgagee at least fifteen days
 24 prior to the expiration of any policy of insurance now or hereafter
 25 placed on said buildings, the mortgagee may procure the same at
 26 mortgagor's expense; that it will keep the buildings and improvements
 27 on said premises in good repair and will not commit or suffer any
 28 waste of said premises. At the request of the mortgagee, the mort-
 29 gator shall join with the mortgagee in executing one or more financ-
 30 ing statements pursuant to the Uniform Commercial Code, in form
 31 satisfactory to the mortgagee, and will pay for filing the same in
 32 the proper public office or offices, as well as the cost of all

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 KLAMATH FALLS, OREGON 97601

1 lien searches made by filing officers or searching agencies as may
 2 be deemed desirable by the mortgagee.

3 Now, therefore, if said mortgagor shall keep and perform
 4 the covenants herein contained and shall pay said note according to
 5 its terms, this conveyance shall be void, but otherwise shall remain
 6 in full force as a mortgage to secure the performance of all of said
 7 covenants and the payment of said note; it being agreed that upon a
 8 failure to perform any covenant herein, or if proceeding of any kind
 9 be taken to foreclose any lien on said premises or any part thereof,
 10 the mortgagee shall have the option to declare the whole amount un-
 11 paid on said note or on this mortgage at once due and payable, and
 12 this mortgage may be foreclosed at any time thereafter. And if the
 13 mortgagor shall fail to pay any taxes or charges or any lien, encum-
 14 brance or insurance premium as above provided for, the mortgagee
 15 may at his option do so, and any payment so made shall be added to
 16 and become a part of the debts secured by this mortgage, and shall
 17 bear interest at the same rate as said note without waiver, however,
 18 of any right arising to the mortgagee for breach of covenant. And
 19 this mortgage may be foreclosed for principal, interest and all sums
 20 paid by the mortgagee at any time while the mortgagor neglects to re-
 21 pay any sums so paid by the mortgagee. In the event of any suit or
 22 claim being instituted to foreclose this mortgage, the mortgagor
 23 agrees to pay all reasonable costs incurred by the mortgagee for
 24 title search, all statutory costs and disbursements and such further
 25 sum as the trial court may adjudge reasonable as plaintiff's attorney
 26 fees in such suit or action and if an appeal is taken from any judg-
 27 ment or decree entered therein mortgagor further promises to pay
 28 such sum as the appellate court shall adjudge reasonable as plain-
 29 tiff's attorney fees on such appeal, all such sums to be secured by
 30 the lien of this mortgage and included in the decree of foreclosure.

31 Each and all of the covenants and agreements herein con-
 32 tained shall apply to and bind the heirs, executors, administrators,

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1 successors and/or assigns of said mortgagor and of said mortgagee
2 respectively.

3 In case suit or action is commenced to foreclose this
4 mortgage, the court, may, upon motion of the mortgagee, appoint a
5 receiver to collect the rents and profits arising out of said
6 premises during the pendency of such foreclosure, and apply the
7 same to the payment of the amount due under this mortgage, first
8 deducting all proper charges and expenses attending the execution
9 of said trust.

10 In construing this mortgage, it is understood that the
11 mortgagee may be more than one person; that if the context so requires,
12 the singular pronoun shall be taken to mean and include the plural,
13 the masculine, the feminine and the neuter, and that generally all
14 grammatical changes shall be made, assumed and implied to make the
15 provisions hereof apply equally to corporations and to individuals.

16 IN WITNESS WHEREOF, FLYING DUTCHMEN LAND AND CATTLE CO.,
17 INC., pursuant to a resolution of its Board of Directors, duly and
18 legally adopted, has caused these presents to be signed by its
19 President and Vice President-Treasurer, and its corporate seal to
20 be hereunto affixed this 3rd day of January, 1974.

21 FLYING DUTCHMEN LAND & CATTLE CO.,
22 INC., an Oregon corporation

23 By [Signature]
24 President

25 By [Signature]
26 Vice President-Treasurer

27 STATE OF OREGON, County of KLAMATH)ss. January 3rd, 1974

28 Personally appeared TEUNIS J. ROELOFFS and THYS DeHOOP, who being
29 duly sworn did say that they are the President and Vice President-
30 Treasurer, respectively, of FLYING DUTCHMEN LAND & CATTLE CO., INC.
31 and that the seal affixed to the foregoing instrument is the corp-
32 orate 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 they acknowledged said instrument to be its vol-
untary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My Commission expires: 6/25/74

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Parcel 1: W 1/2 NE 1/4, S 1/2 NW 1/4, S 1/2, and all that portion of the N 1/2 NW 1/4 which lies South of Lost River, all in Section 15 Township 39 South, Range 11 E. W. M.

NE 1/4 SW 1/4 Section 22 Township 39 South, Range 11 E.W.M.

Parcel 2: NW 1/4 Section 22 Township 39 South, Range 11 E. W. M.

Parcel 3: Beginning at the intersection of the West right of way line of West Park Street in vacated East Bonanza in Klamath County, Oregon, with the line between Sections 10 and 15 Township 39 South, Range 11 E., W.M., which point is 1910 feet West of the corner common to Sections 10, 11, 14 and 15 of said Township and Range; thence North along the West line of said West Park Street to the Southerly right of way line of Klamath County Market Road No. 5; thence Northwesterly along said right of way line to the point of intersection with the West bank of Lost River near the West end of the Market Road Bridge; thence Southerly along the West bank of the East Channel of Lost River to its intersection with the North line of the vacated South half of Block 55; thence East to the East line of said Block 55; thence South to the South line of said Block 55; thence West to the West line of said Block 55; thence South 150 feet, more or less, to the South boundary line of said Section 10; thence East along said Section line 660 feet, more or less, to the point of beginning.

EXCEPTING from the last described parcel that portion thereof described as follows: Beginning at the intersection of the centerline of West Park Street in vacated East Bonanza, Klamath County, Oregon, with the Southerly right of way line of the existing Langell Valley Market Road; thence Northwesterly along the Southerly line of the existing Langell Valley Market Road to the West bank of Lost River near the West end of the Market Road Bridge; thence Southerly along the West bank of the East Channel of Lost River to a point 300 feet Southerly of (when measured at right angles to) the relocated centerline of Langell Valley Market Road; thence Easterly parallel to said relocated centerline 30 feet, more or less, to a point opposite centerline station 9+15 on said relocated centerline; thence Northerly at right angles to said relocated centerline 250 feet; thence thence Easterly parallel to and 50 feet Southerly of said relocated centerline 485 feet, more or less, to the centerline of said West Park Street; thence North along the centerline of said West Park Street 45 feet, more or less, to the point of beginning. The relocated centerline referred to above is described as follows: Beginning at Engineer's centerline Station 4+71, said Station being 1269 feet North and 2428 feet East of the Southwest corner of said Section 10; thence North 89°50'30" East 374.83 feet; thence on a 2291.83 foot radius curve right (the long chord of which bears South 79°07' East) 883.33 feet to Station 17+29.16.

EXHIBIT A

*Ret: Beasley & Knutson, P.C.
121 S. 6th - City*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 21st day of January A. D. 19 74 at 11 o'clock P.M., and

duly recorded in Vol. M 74, of MORTGAGES on Page 701

FEE \$ 10.00

Wm D. MILNE, County Clerk

By Hazel Drayton