

**4351** 38-91295  
THIS MORTGAGE, Made this 19 day of June, 19 75, between  
TWIN CITY BUILDERS, INC., a Corporation,  
duly organized and existing under the laws of the State of Oregon, hereinafter called the  
Mortgagor, and C.P. PEYTON and DORIS A. PEYTON, hereinafter called the Mortgagee,  
WITNESSETH, That said mortgagor, in consideration of THIRTY THOUSAND and  
NO/100ths Dollars, to it paid by said mortgagee, does hereby grant, bargain,  
sell and convey unto said mortgagee, his heirs, executors, administrators, successors and/or assigns, that certain  
real property situated in Klamath County, State of Oregon, bounded and described as follows:

(see Exhibit A attached hereto and by this  
reference made a part hereof.)

RECEIVED  
AUG 29 1975  
3:58 pm

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 mortgagee, his heirs,  
executors, administrators, successors and/or assigns forever.

This mortgage is intended to secure the payment of a promissory note of which the  
following is a substantial copy:

\$30,000.00 North Bend, Oregon June 21, 1975

On or before September 1, 1975, each of the undersigned promises to  
pay to the order of C. P. PEYTON and DORIS A. PEYTON at Klamath Falls,  
Oregon, THIRTY THOUSAND AND NO/100 DOLLARS, with interest thereon at the  
rate of nine percent per annum from July 1, 1975 until paid; interest to  
be paid at maturity. If this note is placed in the hands of an attorney  
for collection, each of the undersigned promises and agrees to pay the  
reasonable collection costs of the holder hereof; and if suit or action  
is filed hereon, also promises to pay (1) holder's reasonable attorney's  
fees to be fixed by the trial court and (2) if any appeal is taken from  
any decision of the trial court, such further sum as may be fixed by the  
appellate court, as the holder's reasonable attorney's fees in the  
appellate court.

TWIN CITY BUILDERS, INC.

By: /s/ Stephen B. Graves  
Stephen B. Graves

/s/ Frank W. Graves  
Frank W. Graves, individually

And said mortgagor covenants to and with the mortgagee, his 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 note, principal and interest, accord-  
ing to the terms thereof; that while any part of said note remains unpaid it will pay all taxes, assessments and other charges of  
every nature which may be levied or assessed against said property, or this mortgage or the note 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 hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other  
hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or  
obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the  
mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to  
the mortgagee as soon as insured. Now, if the mortgagor shall fail for any reason to procure any such insurance and to deliver  
said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed  
on said buildings, the mortgagee may procure the same at mortgagor's expense; 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. At the request of the mortgagee, the  
mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial  
Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as  
the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its 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 note; it being agreed that upon 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 mortgagee shall have the option to declare the whole amount unpaid on said note 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 mortgagee may at his 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 note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or claim being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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 mortgagee respectively.

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

IN WITNESS WHEREOF, TWIN CITY BUILDERS, INC. 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 19<sup>th</sup> day of June, 1975.

TWIN CITY BUILDERS, INC.

By X

President

By

Stephen B. Dwyer Secretary  
Frank W. Graves, individually

# MORTGAGE

Corporation  
(FORM No. 75A)

TO

STATE OF OREGON.

County of COOS  
I certify that the within instrument was received for record on the 19 day of June, 1975, at 10 o'clock M., and recorded in book 171 on page 1 filing fee number 10-15-1475.  
Witness my hand and seal of County affixed.

Title.

By Deputy.  
T/A  
A/H

STEVENS-REES LAW PUB. CO., PORTLAND, ORE.

(ORS 93.4901)

STATE OF OREGON, County of COOS ) ss. June 19 75,

Personally appeared Stephen B. Graves

who being duly sworn (or affirmed) did say that he the

and Frank W. Graves

(President or other officer or officers)

of TWIN CITY BUILDERS, INC.

(Name of corporation)

and that the seal affixed to the foregoing 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 he acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Willie McCall  
Notary Public for Oregon.

My commission expires 10-15-1975

10200

The following described real property in Klamath County, Oregon:

A tract of land 320 feet wide North and South, in ENTERPRISE TRACTS NO. 38A and No. 41B, and lying North of the North line of the country road known as the extension of Eberlein Avenue and bounded on the North by the Northerly line of Wantland Avenue of Darrow Addition to the City of Klamath Falls, Oregon, extended East to the right of way of the U.S.R.S. Canal; also, such fragment of Enterprise Tracts No. 30 lying South of the U.S.R.S. Canal, as may remain after conveyance heretofore made by Enterprise Land and Investment Company to the U.S.R.S. for right of way, and to Klamath County, Oregon, for road purposes, together with vacated portions of Allandale and Applewood Streets described as Parcels 1 & 2 in Volume 70 page 4511, Klamath County, recorded June 5, 1970, in the SW $\frac{1}{4}$  Section 34, Township 38 South, Range 9 East of the Willamette Meridian,

EXCEPTING, HOWEVER, those certain parcels heretofore conveyed to the United States of America for right of way of the main canal and "B" Lateral of the United States of America Irrigation System, and to Klamath County, Oregon, for rights of way of roads known as the extension of Eberlein Avenue and Washburn Way.

EXCEPTING ALSO that certain parcel of land deeded by Alfred D. Collier and Ethel F. Collier, husband and wife, to Geo. H. Merryman and Mabel C. Merryman, husband and wife, and George H. Merryman, Jr. and Elizabeth F. Merryman, husband and wife, recorded May 2, 1941 in Book 137 at page 359, Deed Records of Klamath County, Oregon.

EXCEPTING ALSO that certain parcel of land deeded by Alfred D. Collier and Ethel F. Collier, husband and wife, to Klamath County, Oregon, recorded May 11, 1941 in Book 137 at page 542, Deed Records of Klamath County, Oregon, BUT INCLUDING ALSO the rights and privileges reserved in said deed to Alfred D. Collier and Ethel F. Collier, said land being deeded to Klamath County, Oregon, for the use as a county road as therein set forth.

EXCEPT that portion lying West of the East line of vacated Applewood Street.

EXHIBIT A

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of TRANSAMERICA TITLE INS. CO  
this 29th day of AUGUST A. D. 19 75 at 3:50 P. M., and  
duly recorded in Vol. M 75 of MORTGAGES on Page 10198  
FEE \$ 9.00  
Wm D. MILNE, County Clerk  
By *Hazel Drazil*