

A- 26756

Klamath Falls Property

14276

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This Indenture, made this 24th day of May, 1976, between

ALPINE VENEERS, INC.

, an Oregon corporation, hereinafter called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a national banking association, hereinafter called "Mortgagee";

WITNESSETH:

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in

KLAMATH County, Oregon, to wit:

All the following described real property situate in Klamath County, Oregon:

A tract of land situated in Section 15, Township 36 South, Range 7 East Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 1 inch iron pipe on the Westerly boundary of Modoc Point, a platted subdivision in Klamath County, Oregon, which is South 85° 30' West 30 feet and North 71° 51' West (N71°45'W by plat) 120.20 feet from Northwestern corner of Lot 26 in said Modoc Point; thence West 93.32 feet to a 5/8 inch iron pin marking the True Point of Beginning of this description; thence North 01° 06' 15" East 870.04 feet to a 5/8 inch iron pin in the centerline of State Secondary Highway No. 427 as constructed; thence North 55° 33' 15" West along said highway centerline 630.61 feet to a 5/8 inch iron pin; thence South 14° 55' 45" West 528.77 feet to a 5/8 inch iron pin; thence South 05° 13' 15" West 553.13 feet to a 5/8 inch iron pin; thence continuing South 05° 13' 15" West to the Northerly shore line of Upper Klamath Lake; thence Southeasterly along said shore line to a point East of the True Point of Beginning; thence East to a 5/8 inch iron pin being located West 244.79 feet from the True Point of Beginning; thence East 244.79 feet to the True Point of Beginning of this description.

The above described tract of land being subject to the following described easement: Beginning at a point on the Easterly line of above described tract of land, said point being North 01° 06' 15" East a distance of 669.04 feet from the True Point of Beginning, said point being the apparent centerline of an existing railroad spur grade 21 feet in width; thence North 65° 32' 27" West along said centerline to the Westerly line of said described tract of land.

This mortgage is being recorded simultaneously with mortgages in Lane and Clackamas Counties.

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining; also all such apparatus, equipment and fixtures now or hereafter situate on said premises, as are ever furnished by landlords in letting unfurnished buildings similar to the one situated on the real property hereinabove described, including, but not exclusively, all fixtures and personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors, and shelving, counters, and other store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property or any part thereof.

To Have and To Hold the same unto the Mortgagee, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that it is lawfully seized in fee simple of the said real property, that it is the absolute owner of the said personal property, that the said real and personal property is free from encumbrances of every kind and nature, and that it will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, to be by the Mortgagor kept and performed, and to secure the payment of the sum of \$ 2,000,000.00 and interest thereon in accordance with the tenor of a certain promissory note executed by

ALPINE VENEERS, INC.

Kdm dated May 24, 1976, payable to the order of the Mortgagee in installments not less than \$ _____ each, only interest, on the 10th day of each month commencing June 10, 1976, until March 10, 1977, when the balance then remaining unpaid shall be paid.

After March 10, 1977, the interest rate will adjust to nine and seven-eighths percent (9 7/8%) per annum with monthly installments of \$21,339.42 principal and interest commencing April 10, 1977 and the tenth day of each month thereafter until March 10, 1992, when the whole sum of principal and interest then unpaid shall be paid.

The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

1. That it will pay, when due, the indebtedness hereby secured, with interest, as prescribed by said note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.
2. That it will not commit or permit strip or waste of the said premises or any part thereof; that it will keep the real and personal property hereinabove described in good order and repair and in tenable condition; that it will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that if any of the said property be damaged or destroyed by any cause, it will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.
3. That it will, at its own cost and expense, keep the building or buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof, insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required, shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the expiration of any policy or policies it will deliver to the Mortgagee satisfactory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provisions by which the insurer may be liable for less than the full amount of the loss sustained, it will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may request concerning the performance of such condition or the existence of any facts or the value of the property insured and, if it shall appear to the Mortgagee that the insurance is prejudiced by the acts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagor will do such acts and things and obtain such further insurance as the Mortgagee may require; that the Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.
4. That it will execute or procure such further assurance of its title to the said property as may be requested by the Mortgagee.
5. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagee may, at its option, but without any obligation on its part so to do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 8% per annum and shall be secured hereby.
6. That it will not, without the prior written consent of Mortgagee, transfer its interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may, in its discretion, impose a service charge not exceeding one percent of the original amount of the indebtedness hereby secured and may increase the interest rate on the indebtedness hereby secured by not more than one percent per annum.

Kdm *10. "Should the property described herein, or any portion thereof, be sold or conveyed or become the subject of any agreement to sell prior to the maturity hereof, the entire indebtedness shall immediately become due and payable at the option of the holder of the Note."

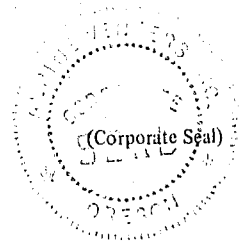
7. That, if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagee may, at its option, without notice, declare the entire sum secured by this mortgage due and payable and foreclose this mortgage.

8. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

9. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payment or grant renewals of indebtedness hereby secured for any term, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box.

*10. See Above

In Witness Whereof, the Mortgagor, pursuant to resolution of its Board of Directors duly and regularly adopted has caused these presents to be executed on its behalf by its duly authorized officers and its corporate seal, if any, to be affixed hereto the day and year first hereinabove written.



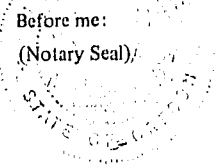
ALPINE VENEERS, INC.
By K. S. Martin
Vice President- Finance
By _____

STATE OF OREGON }
County of Multnomah } ss.
May 24 A. D. 19 76
Personally appeared K. S. Martin and
he is
Vice President- Finance
who being duly sworn, did say that they are
and _____, respectively of _____

ALPINE VENEERS, INC.

and that the seal affixed to the foregoing instrument, if any, is the corporate seal of said corporation and that said instrument was signed in behalf of said corporation by authority of its board of directors and he has

acknowledged said instrument to be its voluntary act and deed.



Before me:
(Notary Seal)
[Signature]
Notary Public for Oregon.
My Commission Expires Sept. 22, 1978

When Recorded, Mail to

RELD T/8

Branch

FIRST NATIONAL BANK OF OREGON

Real Estate Loan Div. T/8

P. O. Box 3131

Portland, Oregon 97208

Att: Elsie A. Atkins, Assistant Cashier

(Address of Branch)

7846

MORTGAGE

ALPINE VENEERS, INC.

TO

FIRST NATIONAL BANK OF OREGON
Portland, Oregon

State of Oregon,
County of Klamath

Filed for record at request of

KLAMATH COUNTY TITLE CO

on this 27th day of May A.D. 1976

at 8:27 o'clock A.M. and duly

recorded in Vol. M 76 of MORTGAGES.

Page 7846

Wm. D. Milne, County Clerk

Wm. D. Milne Deputy,

Fee \$ 12.00

STATE OF OREGON
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-2A

INSTRUCTIONS:

1. When filing is to be made with more than one office, this form may be placed over Form UCC-1A to avoid double typing. The form UCC-1A and Form UCC-2A should be filed with the county officers who record real estate mortgages.
2. PLEASE TYPE THIS FORM. DO NOT FOLD FOR MAILING.
3. Send all 3 copies with interleaved carbon paper intact to the filing officer. Enclose filing fee of \$1.50 for each debtor's name or trade name shown in excess of one. There will be additional \$1.50 for each additional name.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, thereby avoiding an extra fee of \$.50.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, Secured Party may date and sign termination legend and use third copy as a Termination Statement, or he may use Form UCC-3A as a Termination Statement.

THIS FINANCING STATEMENT is presented to filing officer pursuant to the Uniform Commercial Code

1A. Debtor(s):

ALPINE VENEERS, INC.

1B. Mailing Address(es):

522 S. W. 5th Avenue
Portland, Oregon 97204

2A. Secured Party(ies):

First National Bank of Oregon
Real Estate Loan Div. T/8

2B. Address of Secured Party from which security information obtainable:

P. O. Box 3131
Portland, Oregon 97208

Filing Officer (Date, time, number and filing office)

3. This financing statement covers the following types (or items) of property:

(The goods are to become fixtures on.....) (The above timber is standing on.....) (The above minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on.....) (Strike what is inapplicable) (Describe real estate)

"All fixtures and equipment appurtenant to the operation of the property owned by the owner known as Alpine Veneers, Inc. plant located at Modoc Point, Oregon at the southeast quarter of Section 15, Township 36 South, Range 7 East, WM, Oregon in Klamath County, Oregon."

And the financing statement is to be filed in the real estate records. If the debtor does not have an interest in records, the name of record owner is:

Check box if products of collateral are also covered ☐

No. of additional sheets attached ☐

4A. Assignee of Secured Party(ies) if any:

4B. Address of Assignee from which security information obtainable:

File with: ☒ COUNTY REAL ESTATE FILING OFFICER KLAMATH COUNTY

☐ SECRETARY OF STATE (only if debtor is a transmitting authority)

Signature(s) of Debtor(s) only required in most cases.
Signature(s) of Secured Party(ies) in cases covered by ORS 79.4020.

FILING OFFICER—ALPHABETICAL

ALPINE VENEERS, INC.

By *K. L. Martin*
Vice President—Finance Debtor(s)
Signature(s) of Secured Party(ies) or Assignee(s)

STATE OF OREGON; COUNTY OF KLAMATH; ss. 76 MAY 27 AM 8 28

I hereby certify that the within instrument was received and filed for record on the 27th day of MAY A.D., 19 76 at 8:28 o'clock A.M., and duly recorded in Vol. M 76 of MORTGAGES on Page 7850.

FEE \$ 5.00

WM. D. MILNE, County Clerk

By *Hazel Magee* Deputy