14727

VOLMITE Page

38-10758-E

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, it 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 romain in tall force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a lailure to perform any covenant herein, or it a proceeding of any kind be taken to foreclose any lion on said premises or any part thereof, the mortgage 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 it the mortgages or any lates or charges or any lien, encumbrance or insurance premium as above provided for, the mortgage 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 to breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgage neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgage argues 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 therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees in such suit or action, and it 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 lees on such appeal, all 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

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written

MOUNTAIN VIEW CHIP COMPANY

Edgar N. Roberts, President

ity (a) is applica Truth-in-Lending Regulation by a FIRST lien to equivalent; if 1 6, or equivalent.

F. Dolores Roberts, Secretary

の田 Deputy. page. MORTO OREGON, ខ្ព TATE OF or as fi Record

STATE OF OREGON

County of Klamathers)

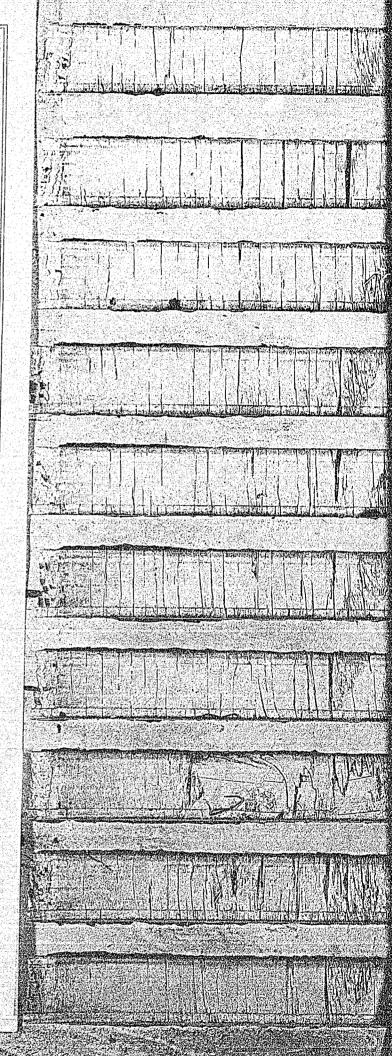
--------•5). • . .

On this 17 day of September, 1976, before me appeared Edgar N. Roberts and F. Dolores Roberts, both to me personally known

who being duly sworn, did say that he is the President, and she is the Secretary of Mountain View Chip Company, an Oregon corporation, and that said instrument, was signed in behalf of the corporation by the authority of its Bogrd. Of Unrectors, and they acknowledged said instrument to be the free art and deed of said Corporation. 3118

Notary Public for Oregon

My commission expires:



description continued ...

### PARCILL 4

A parcel of land situate in Lots 2 and 3, Section 6, Township 39 South, Range 11; East of the Willemette Meridian, more particularly described as follows:

Beginning at the Southwest corner of said Lot 3; thence South 69° 50% East 1831.5 feet along the Southerly boundaries of said Lots 2 and 3 to a point in the Southerly boundary of said Lot 2; thence North 60° 10° West 959.2 feet; thence North 75° 31' West 1031.2 feet to a point in the Westerly boundary of said Lot 3; thence along the Westerly boundary of said Lot 3 South 0° 08' West 730.0 feet, more or less, to the point of beginning.

#### PARCEL 5

Government Lot 4 of Section 6, Township 39 South, Range 111 East of the Willamette Meridian,

EXCEPTING THEREFROM the following described percel:

A piece or parcel of Land situate in Lot 4, Section 6, Township 39 South, Range 112 East of the Willsmette Meridian, and more particularly described as follows: Beginning at the Northwesterly corner of said Lot 4; thence along the Northerly boundary of said Lot 4 South 89° 502' East 549.4 feet to the Northeasterly corner of said Lot 4; thence South 0° 08' West 511.0 feet; thence North 57° 25' West 651.0 feet to the Westerly boundary of said Lot 4; thence North 0° 07' East 161.9 feet, more or less, to the point of beginning.

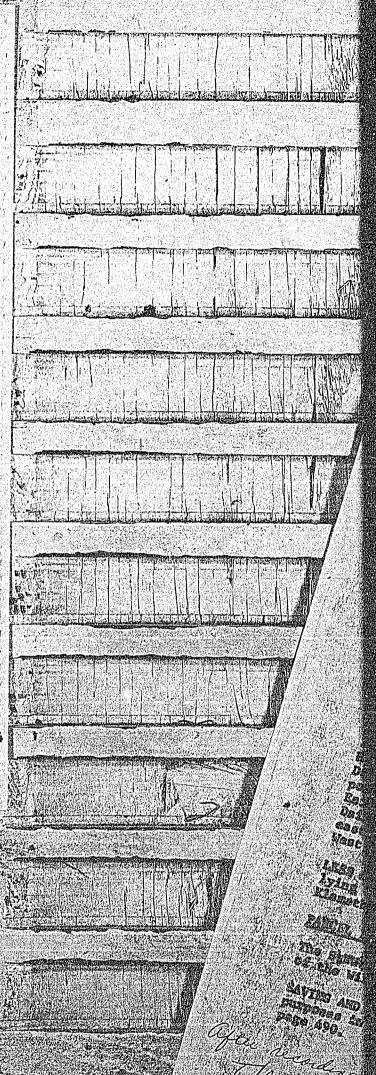
### PARCEL 6

The Sinet of Eection 6, Township 39 South, Range 11; East of the Willemetts Maridian,

EXCEPTING THEREFROM the following described percel:

A piece or percel of lend situate in the SiNEX of Section 6, Township 39 South, Range 11% East of the Willsmatte Meridian, more particularly described as follows: Beginning at a point North 89° 30% West 613.6 fast from the Northeast corner of SEANEX of said Section 6; thence South 29° 10' West 269.4 fast; thence South 85° 39% West 606.2 fast; thence North 86° 05' West 369.7 fast; thence North 29° 38' West 278.9 fast; thence North 60° 10' West 8.4 fast to a point on the Northerly boundary of the Sanex of said Section 6; thence South 89° 50% East 1449.4 fast, more or less, to the point of beginning.

continued ...



description continued ...

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### PARCEL 7

Covernment Lor 5, SENNY, ENSWY, SEX of Section 6, Township 39 South, Range 11% East of the Willamette Meridian.

## PARCEL 8

The SiNE's, and SE's of Section 32, Township 38 South, Range 114

EXCEPTING THEREFROM those portions conveyed for right of way of the Oregon Californie & Mortheastern Railway Company by deeds recorded in Volume 47 at page 596 and in Volume 87 at page 261.

### PARCEL 9

The SEXNEX, the NEXSEX of Section 31, Township 38 South, Range 11% East of the Willamotte Meridian,

SAVING AND EXCEPTING THEREFROM that portion sold by Calvin Lawson Hunt to Earle C. Smith, et ux., by deed dated April 20, 1946, recorded December 11, 1946 in Volume 199 at page 425, as follows: All that portion of the Schnek of Section 31, Township 38 South, Range 112 East of the Willemette Mexidian, lying between the Klamath Falls-Dairy Highway and the right of way of the Oregon, California & Northeast Maria and Schnek.

LESS AND EXCEPTING those portions of the above described Parcels lying within the rights of way of the O.C. & E Railroad and the Element Falls-Lakeview Highway.

# PARCEL 10

The Stawk the Swk of Section 32, Township 38, South, Range 11% East of the Willamette Meridian.

EAVING AND EXCEPTING THEREPROM the parcels deeded for rafiroud purposes in deeds recorded in Volume 47 at page 587 and Volume 51 at page 490.

Ata reco	rding petate a	OREGON; COUNTY	OF KLAMATH: ss	
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Trans.	this <u>20t</u>	h day of <u>September</u>	A. D. 1976 at	3:58 lest PAA
	duly record	ded in Vol. <u>M76</u> , of	Mortgages	on Page <u>1</u> 4727
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- Charles and Charles and Charles		A SHOP AND THE RESIDEN	Employee Transport	CONTRACTOR OF THE PROPERTY OF

