

(c) mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(1) primarily for ~~business~~ personal, family, household or agricultural purposes - (see important Notice clause),
(2) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than
agricultural purposes.

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 a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagor 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 mortgagor 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 mortgagor for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagor at any time while the mortgagor neglects to repay any sum so paid by the mortgagor. In the event of any suit or action 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 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 contained in this instrument shall be construed and interpreted in accordance with the laws of the State of California.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and 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 mortgagor, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due.

In construing this mortgage, it is understood that the mortgagee or mortgagor 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, said mortgagor has hereunto set his hand the day and year first above written.

Thomas L. Brown
Thomas Brown
and Brown

IMPORTANT NOTICE: Delete by line, or, whichever word is used, if it is not applicable, (if warranty) "I, the undersigned, am the creditor" is defined in the Truth-in-Lending Act and Regulation Z, the method of payment will be the "A/c and Signature" by using "retained discretion" for this purpose. If this instrument is to be a FIRST trust to finance the purchase of a dwelling, use Standard Form No. 1-303 or equivalent. If this instrument is NOT to be a financing, see Standard Form No. 1-304 or equivalent.

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Two-Tier Model

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BE IT REMEMBERED, That on this 1st day of March 1978,
before me, the undersigned, a notary public in and for said
named Thomas Brown and Diane Brown county and state, personally appeared the within

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written:

EXHIBIT "A" - Deed Volume 301 page 220
 PARCEL 1: A tract of land situate in the NE 1/4 SW 1/4 of Section 10, Township 36 South, Range 6 E.W.M., more particularly described as follows: Beginning at an iron pin located at the intersection of the Easterly right of way line of Oregon State Highway No. 421 and the Southerly right of way line of "A" Street, Frontier Tracts; thence South 3°07' East along the Easterly right of way line of said highway 80 feet, thence North 85°14' East 48.5 feet, thence North 0°36' East 70 feet, to the South right of way line of "A" Street, thence South 89° 17' West 153 feet to the point of beginning; lot 10, section 10, VMS to our PARCEL 2: That portion of Tract A of Harriman Park, Klamath County, Oregon, more particularly described as follows: Beginning at a point in the Easterly right of way line of Dugout Lane, which is the South west corner of Lot 3 of said Harriman Park and is marked with a half inch iron pin; thence, South 50°14' West a distance of 50 feet to the Westerly right of way line of Dugout Lane; thence, South 39°46' East along said right of way line to the true point of beginning of this description; thence, South 34°18' West a distance of 177.7 feet, more or less, to a point which is situated on the North bank of the artificially constructed water channel; thence, running on said North bank of said water channel North 67°12' West a distance of 75 feet to a point on said North Bank of said water channel; thence, leaving said water channel and running North 39°52' East a distance of 151.2 feet to a point on the South line of a private 30 foot wide roadway; thence, running on said South line of said private 20 foot wide roadway North 88°37' East a distance of 72.4 feet, more or less, to the true point of beginning of this description.

PARCEL 3: A tract of land situated in the NE 1/4 SW 1/4 of Section 10, Township 36 South, Range 6 E.W.M., more particularly described as follows: Beginning at an iron pin on the Easterly line of the County Road, said point being South 0°36' West a distance of 669.4 feet, South 89°24' West a distance of 978.98 feet, and North 3°07' West a distance of 205.85 feet from the center quarter corner of said Section 10; thence North 82°50' East a distance of 119.0 feet to and on pin; thence North 11°51' West a distance of 54.5 feet, more or less, to an iron pin on the Southerly line of that tract of land described in Deed Volume 301, page 210, Klamath County Deed Records; thence South 85°14' West along said Southerly line a distance of 110.5 feet, more or less, to an iron pin on the Easterly line of the County Road, said point also being the Southwesterly corner of that tract of land described in said Deed Volume 301, page 210; thence South 3°07' East along the Easterly line of the County Road a distance of 59.05 feet, more or less, to the point of beginning Frontier Tracts.

PARCEL 4: A tract of land situated in the NE 1/4 SW 1/4 of Section 10, Township 36 South, Range 6 E.W.M., more particularly described as follows: Beginning at an iron pin on the Easterly line of the County Road, said point being South 0°36' West a distance of 669.4 feet, South 89°24' West a distance of 978.98 feet, and North 3°07' West a distance of 146.8 feet from the center quarter corner of Section 10, said point being the most Westerly corner of that tract of land described in Deed Volume 325, page 8, Klamath County Deed Records; thence, North 80°46' East along the property line described in Deed Volume a distance of 127.7 feet to an iron pin; thence North 11°51' West a distance of 54.5 feet to an iron pin; thence South 82°50' West a distance of 119.0 feet, more or less, to an iron pin on the Easterly line of the County Road; thence South 3°07' East along the Easterly line of the County Road a distance of 59.05 feet, more or less, to the point of beginning.

Subject, however, to the following:

1. Agreement between Herbert Fleishhacker and May Belle Fleishhacker, husband and wife, and The California Oregon Power Company, a corporation, dated January 25, 1924, recorded February 15, 1924, in Deed Volume 63, page 460, records of Klamath County, Oregon, relative to the raising and lowering of the water of Upper Klamath Lake between the elevation of 4137 and 4143.3 feet above sea level.

2. Agreement between Klamath Development Co., a corporation and Herbert Fleishhacker dated January, 1917, recorded August 15, 1917, in Volume 3 of Miscellaneous Records, page 275, records of Klamath County, Oregon, granting "The perpetual right to maintain said pipe line extending from that certain reservoir or water tank situate in the SE 1/4 NW 1/4 of Section 3, Township 36 South, Range 6 E.W.M., approximately 200 feet from the head of Pelican Creek and leading across the NE 1/4 of Section 3 aforesaid and Lot 4 of Section 2, said Township and Range to the land of second party, situated in said Lot 4 of Section 2."

3. Agreement between Gus G. Johnson and Olive M. Johnson, husband and wife, first parties, and Raymond W. Sykes, second party, dated October 27, 1952, recorded December 19, 1952, in Deed Volume 258 page 287, and as corrected by Agreement between Olive M. Johnson and

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 William K. Johnson, dated November 30, 1955, recorded December 27, 1955, in Deed Volume 280 page 147, records of Klamath County, Oregon, as follows: "I do hereby covenant and agree on behalf of themselves, their heirs, executors, administrators, grantees and assigns that no house, resort, store, grocery store, restaurant, cafe, tavern, gas station, garage, hotel, lodge, guest or tourist accommodation, public picnic or camp grounds, or public dock, boat house or public fishing or hunting or swimming facilities or riding stables shall be erected upon said parcel or any part thereof for said period of 30 years from the date hereof, nor shall any such business or businesses be conducted upon said parcel two or any part thereof for said period of 30 years. It is further covenanted and agreed that this agreement shall not be personal to the parties but shall attach to and run with the land and each and every parcel thereof, and that the benefit of this agreement shall inure to parcel one and that the burden thereof shall attach to and be borne by said parcel two and each and every part and parcel thereof." Parcel Two.

4. Reservations and restrictions in the dedication of Harriman Park and as follows: "...and subject to 10' building set-back lines and to easement over the back of all lots for utilities."

5. Declaration of Conditions and Restrictions executed by William K. Johnson, et ux., to the public, dated June 20, 1956, recorded June 22, 1956, in Deed Volume 284 page 304, and as amended by Amendment to Declaration of Conditions and Restrictions, recorded August 30, 1956, in Deed Volume 286 page 286, and as amended by Amendment to Declaration of Conditions and Restrictions, recorded September 17, 1968, in Microfilm Volume M-68 page 8447, all records of Klamath County, Oregon. Parcel Two.

6. Grant of Right-of-Way, including the terms and provisions thereof given by William K. Johnson and Vivian M. Johnson, husband and wife, to The California Oregon Power Company, a California corporation, dated August 1, 1960, recorded August 4, 1960, in Deed Volume 323 page 220, records of Klamath County, Oregon. Parcel Two.

7. Reservations and restrictions in deed from William K. Johnson and to Mabel M. Johnson, husband and wife, to Fred L. Ong, a single man, dated September 26, 1969, recorded November 6, 1969, in Volume M-69 page 9363, Microfilm records of Klamath County, Oregon.

8. Grant of Right of Way, including the terms and provisions thereof, given by Frontier Guest Ranch to California Oregon Power Company, dated November 14, 1955 and recorded November 21, 1955 in Deed Volume 279 on page 249, records of Klamath County, Oregon.

9. Agreements, including the terms and provisions thereof, by and between Frontier Guest Ranch, Chester Olo Carlstrom and Louise A. Carlstrom and Harold J. Fish, dated April 1, 1960 and recorded April 1, 1960 in Deed Volume 320 on page 155, records of Klamath County, Oregon.

10. Reservations and restrictions contained in deed from Frontier Guest Range to Frank Jakubowski and Peggy Lou Jakubowski, dated May 15, 1967 and recorded May 17, 1967 in Microfilm records M-675, records of Klamath County, Oregon, as follows: "Subject to the restriction that no beer, wine or liquor shall be kept for sale or sold or meals sold on the premises conveyed hereby unless there should be cancellation of the license granted by the Oregon Liquor Control Commission upon the following described premises which are the premises grantor has intended to benefit by the foregoing restriction". Affects Parcel Four.

STATE OF OREGON, COUNTY OF KLAMATH, ss.
 Klamath County Title Company, Plaintiff,
 vs. William K. Johnson, Defendant.

This cause of action was filed for record at request of Plaintiff, Klamath County Title Company, on March 1, 1978 at 4:10 P.M. on the 27th day of March, A.D. 1978, in the County of Klamath, Oregon, and is based on the following facts:

Plaintiff is a title company doing business in the County of Klamath, Oregon, and is duly licensed to do business in the State of Oregon.

Plaintiff is engaged in the business of recording documents, including deeds, mortgages, assignments, releases, and other instruments of conveyance, and in the business of title insurance, and Plaintiff is a member of the Oregon Bar Association.

Plaintiff is engaged in the business of title insurance and Plaintiff is a member of the Oregon Bar Association.

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