

72647
THIS MORTGAGE, Made this 2nd day of August, 1979, between
EASTPORT EQUITIES CORPORATION, a Corporation,
duly organized and existing under the laws of the State of Oregon, hereinafter called the
Mortgagor, and IRMA JEAN MILES & FRED F. BELLERO, and FRED F. BELLERO, Trustee for CLARA RICKELS, hereinafter called the Mortgagee,
WITNESSETH, That said mortgagor, in consideration of the transfer of security on
the property 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:

PROPERTY DESCRIPTION IS ATTACHED HERETO, MARKED
AS EXHIBIT "B" and by reference made a part here-
of

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:

\$ 233,874.49 Klamath Falls, Oregon August 2, 19 79
The undersigned corporation promises to pay to the order of IRMA JEAN MILES & FRED F. BELLERO
& FRED F. BELLERO, Trustee for Clara Rickel, at Klamath Falls, Oregon
Two Hundred Thirty Three Thousand Eight Hundred Seventy Four & 49/100ths DOLLARS,
with interest thereon at the rate of 10 percent per annum from June 1, 1979 until paid,
payable in quarterly installments of not less than \$10,000.00 in any one payment; interest shall be
paid quarterly and in addition to the minimum payments above required; the first payment
to be made on the 1st day of September, 19 79, and a like payment on the 1st
day of each quarter thereafter, until the whole sum, principal and interest, has been paid; if any of said
installments is not so paid, the whole sum of both 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, the under-
signed 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 ap-
peal 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.
ENTIRE SUM TO BE PAID IN FULL EASTPORT EQUITIES CORPORATION
by 6/1/83. Principal payments shall not exceed \$70,000 By Mark H. Whist Secretary
in any calendar year No. 12 By Fred F. Bellero President

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment
becomes due, to-wit: June 1, 19 83.

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.

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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.

Addition conditions of Exhibit "A" hereto.

IN WITNESS WHEREOF, 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 2nd day of August 19 79,

EASTPORT EQUITIES CORPORATION

By *Kerry S. Gilbert* President

By *Mark W. Wintert* Secretary

(ORS 93.490)

STATE OF OREGON, County of) ss. , 19 ..

Personally appeared *KERRY S. GILBERT pres. & MARK WINTERT. Sec.*

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

President & Secretary of

(President or other officer or officers)

of EASTPORT EQUITIES CORPORATION

(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: *Thomas O. Lachar*
Notary Public for Oregon
My commission expires *May 15, 1982*

MORTGAGE

Corporation

(FORM No. 75A)

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

TO

AFTER RECORDING RETURN TO

P. Brandness
1 Pine St.
10

STATE OF OREGON

County of) ss.

I certify that the within instrument was received for record on the day of .., 19 .., at .. o'clock .. M., and recorded in book .. on page .. or as file/reel number ..
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

..... Title

By Deputy.

19806

EXHIBIT "A" TO MORTGAGE

1. Mortgagees hereby agree to release lots from this mortgage upon payment of \$7,500.00 for all lots in Campus View Suvdivision held under this mortgage, except Lot 1, Block 1 and Lot 6, Block 2, which will be released for \$20,000.00 and \$15,000.00. The mortgagees have prepared partial releases to be held in escrow for these lot releases.

2. The Mortgagees need not accept more than \$70,000 principal in any one calendar year upon this mortgage. The entire sum of the mortgage shall be due and payable on June 1, 1983.

3. The lot release payments shall not be in addition to the quarterly payments herein set forth, but shall be included in said payments. That is to say that in the event Mortgagors paid \$15,000 as their quarterly payment, which would include principal and interest, they would be entitled to have two \$7,500 lots released from this mortgage. The Mortgagors may prepay any quarterly payment and be excused from the next quarterly payment or payments due. However, Mortgagors shall pay any accrued interest on the quarterly date when due.

4. It is understood that this Mortgage is a substitution by Mortgagor of the Contract of Sale between the Mortgagees and CAMPUS DEVELOPMENT COMPANY, a partnership, which was necessitated by subdivision of the subject property by the mortgagor.

5. The property described by a metes and bounds description shall not be released or satisfied until the entire balance is paid in full.

6. No lot releases shall be made if the mortgage is in default in any respect.

A tract of land situated in the SE $\frac{1}{4}$ at the NW $\frac{1}{4}$ of Section 20, 19807
in T38S, R9E, W.M. more particularly described as follows:

beginning at a 1 $\frac{1}{4}$ inch axle which is the N.W. corner of the
SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section 20; thence S89°09'56"E
371.47 feet to a 6 by 6 inch concrete monument with metal
cap which is the S.W. corner of the Oregon Institute of
Technology Campus as the same appears on Record Survey number
708 in the office of the County Surveyor of Klamath County,
Oregon; thence S89°10'29"E on the south line of said Oregon
Institute of Technology Campus boundary 347.94 feet to a
5/8 inch iron pin; thence S02° 42'18"W 373.88 feet to a 5/8
inch iron pin; thence northwesterly 217.28 feet along the
arc of a curve to the right through a central angle of 07°59'24"
and a radius of 1,558.11 feet from a tangent bearing of
N68°59'23"W to a 5/8 inch iron pin; thence S29°00'01"W 60.00
feet to a 5/8 inch iron pin; thence southeasterly 30.81 feet
along the arc of a curve to the right through a central angle
of 88°15'03" and a radius of 20.00 feet, tangent to a bearing
of S60°59'59"E, the chord of which bears S16°52'28"E 27.85
feet, to a 5/8 inch iron pin; thence southerly 53.85 feet on
the arc of a curve to the left, through a central angle of
24°37'25" and a radius of 125.29 feet, the chord of which
bears S14°56'21"W 53.43 feet to a 5/8 inch iron pin; thence
S02°37'39"W 40.00 feet to a 5/8 inch iron pin; thence
N87°22'21"W 200.00 feet to a 5/8 inch iron pin; thence
S02°37'39"W 58.03 feet to a 5/8 inch iron pin; thence
N89°13'14"W 272.76 feet to a 5/8 inch iron pin and
the north-south centerline of the NW $\frac{1}{4}$ of said section
20; thence N00°46'26"E on the north-south centerline of
section 20 508.00 feet to the NW corner of the SE $\frac{1}{4}$ of the
NW $\frac{1}{4}$ of Section 20 and the point of beginning, containing
7.11 acres, more or less.

ALSO:

Lots 1 and 2, Block 1
Lots 1, 2, 3, 4, 5, and 6, Block 2
Lots 2, 3, 4, and 5, Block 3
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 5
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 6
All in BASIN VIEW SUBDIVISION, Klamath County, Oregon

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of
August A.D., 19 79 at 8:41 o'clock A M., and duly recorded in Vol. 179
of Mortgages on Page 19804.

FEE \$14.00

WM. D. MILNE, County Clerk

By Bernetha H. Hetch Deputy