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Vol. 79 Page 23990



THIS INDENTURE WITNESSETH: That GEORGE P. ANDRIEU and LEONA M. ANDRIEU, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of EIGHT THOUSAND AND NO/100 Dollars (\$8,000.00.), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation,

of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

An undivided 5% interest in and to a tract of land more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

MA COMMERCIAL EXHIBIT

MAILED 10/10/79

[Signature]

MA COMMERCIAL EXHIBIT

MAILED 10/10/79

WITNESSETH that the above described premises are situated in the County of Klamath, State of Oregon, and are more particularly described in the foregoing Exhibit A attached hereto and by this reference made a part hereof.

GEORGE P. ANDRIEU and LEONA M. ANDRIEU, husband and wife, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared and acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

BE IT REMEMBERED that on this 10th day of October, 1979.

County of Klamath

STATE OF OREGON

NOTARY PUBLIC
I, [Signature], Notary Public in and for the State of Oregon, do hereby certify that the foregoing instrument was duly acknowledged to me by the parties thereto, and that they are the persons whose names are subscribed to the same.

MAILED 10/10/79

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation, its successors

~~THEIR~~ and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of EIGHT THOUSAND AND NO/100 Dollars (\$8,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 8,000.00 Klamath Falls, Oregon, October 1, 1979.
I (or if more than one maker) we, jointly and severally, promise to pay to the order of ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation, at Klamath Falls, Oregon, EIGHT THOUSAND AND NO/100 DOLLARS, with interest thereon at the rate of 10 percent per annum from date hereof until paid, payable in monthly installments of not less than \$ 77.21 in any one payment; interest shall be paid monthly and ~~included~~ in the minimum payments above required; the first payment to be made on the 10th day of October, 1979, and a like payment on the 10th day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.
* Strike words not applicable.

GEORGE P. ANDRIEU
LEONA M. ANDRIEU

53301

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

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

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

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said Ore-Cal General Wholesale, Inc.

and its legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said George P. Andrieu and Leona M. Andrieu, husband and wife, their heirs or assigns.

WITNESSETH that the above described premises are situated in the County of CLATSOP State of OREGON and that the above described premises are situated in the County of CLATSOP State of OREGON and that the above described premises are situated in the County of CLATSOP State of OREGON.

Witness our hand this 1st day of October, 19 79.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

George P. Andrieu
Leona M. Andrieu

STATE OF OREGON,

County of KLAMATH

ss.

BE IT REMEMBERED, That on this 1st day of October, 19 79, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GEORGE P. ANDRIEU and LEONA M. ANDRIEU, husband and wife, known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

James L. Luster
Notary Public for Oregon
My Commission expires 8/14/83

MORTGAGE (FORM No. 7) STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.		STATE OF OREGON County of <u>CLATSOP</u>	
TO <u>Ore-Cal General Wholesale, Inc.</u> <u>PO Box 666</u> <u>City 97602</u>		I certify that the within instrument was received for record on the <u>1st</u> day of <u>October</u> , 19 <u>79</u> , at <u>10</u> o'clock <u>M.</u> and recorded in book <u> </u> on page <u> </u> or as file/reel number <u> </u> . Record of Mortgages of said County. By <u>George P. Andrieu</u> Title <u>Leona M. Andrieu</u> Deputy.	

PARCEL ONE: A tract of land being Lot 1 and a portion of Lot 2 in Block 3 of Tract 1080, Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said Lot 1; thence N. 00°04'50" E. 195.00 feet to the Northwest corner of said Lot 1; thence continuing N. 00°04'50" E. 57.80 feet; thence S. 89°25'10" E. 300.00 feet; thence S. 00°04'50" W. 57.80 feet to the Northeast corner of said Lot 1; thence continuing S. 00°04'50" W. 195.00 feet to the southeast corner of said Lot 1; thence N. 89°25'10" W. 300.00 feet to the point of beginning. EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division, recorded August 16, 1976, in Deed Volume M-76 page 12646, Microfilm records of Klamath County, Oregon.

PARCEL TWO: A tract of land situated in Lot 2, Block 3, Tract 1080, Washburn Park, more particularly described as follows: Beginning at a point on the easterly right of way line of Washburn Way, said point being N. 00°04'50" E. 57.80 feet from the Northwest corner of Lot 1, Block 3; thence S. 89°25'10" E. 300.00 feet to the true point of beginning; thence S. 89°25'10" E. a distance of 100.08 feet to a point; thence S. 89°56'30" E. a distance of 51.67 feet to the Northwest corner of parcel conveyed to Ronald T. Williams, et ux, by Deed Vol. M-77, page 17511; thence S. 0°04'50" W. along the West line of last mentioned parcel a distance of 253.26 feet to the North line of Crosby Avenue; thence N. 89°25'10" W. along said North line a distance of 151.76 feet to the Southeast corner of Lot 1, Block 3; thence N. 0°04'50" E. a distance of 252.8 feet, more or less, to the point of beginning.

SUBJECT TO: (1) Rules, regulations and assessments of South Suburban Sanitary District. (2) Reservations and restrictions contained in the dedication of Washburn Park. (3) Reservations and restrictions in deed from Washburn Enterprises, Inc., an Oregon corporation, to Ore-Cal General Wholesale, Inc., an Oregon corporation, dated April 26, 1976, recorded April 20, 1976, in Volume M-76, Page 5673, Deed Records of Klamath County, Oregon. (4) Reservations, restrictions and easement for drainage ditch in deed from Washburn Enterprises, Inc., an Oregon corporation, to Ore-Cal General Wholesale, Inc., an Oregon corporation, dated March 31, 1977, recorded October 2, 1978, in Volume M-78, Page 21885, Deed Records of Klamath County, Oregon. (5) Easement for water line, including the terms and provisions thereof, given by Ore-Cal General Wholesale, Inc., et al, to Oregon Water Corporation, dated March 6, 1978, recorded March 13, 1978, in Volume M-78, Page 4729, Deed Records of Klamath County, Oregon. (6) Easement, including the terms and provisions thereof, given by Ore-Cal General Wholesale, Inc., et al, to Oregon Water Corporation, dated March 10, 1978, recorded March 13, 1978, in Volume M-78, Page 4731, Deed Records of Klamath County, Oregon, for water line. (7) Conditional Assignment of Rents, dated November 18, 1976, recorded November 18, 1976, in Volume M-76, Page 18420, Mortgage Records of Klamath County, Oregon. (8) Mortgage, including the terms and provisions thereof, executed by Ore-Cal General Wholesale, Inc. to First Federal Savings & Loan Association of Klamath Falls, dated November 18, 1976, recorded November 18, 1976, in Volume M-76, Page 18423, Mortgage Records of Klamath County, Oregon, to secure the payment of \$58,500.00. (9) Mortgage, including the terms and provisions thereof, executed by Ore-Cal General Wholesale, Inc. to Klamath First Federal Savings & Loan Association, a corporation, dated October 6, 1978, recorded October 10, 1978, in Volume M-78, Page 22587, Mortgage Records of Klamath County, Oregon, to secure the payment of \$100,000.00.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at ~~RECORDS~~ ~~XXXX~~

this 11th day of October A. D. 1979 at 9:56 o'clock A. M., and

duly recorded in Vol. M79, of Mortgages on Page 23990

Wm D. MILNE, County Clerk

By Gertrude H. H. H.

Fee \$10.50