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K. 32604

MORTGAGE

28097
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THIS INDENTURE WITNESSETH That JELD-WEN, inc., an Oregon corporation, for and in consideration of the sum of SEVENTY THOUSAND AND NO/100 DOLLARS to it in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to RICHARD A. SMITH and GENEVA A. SMITH, husband and wife, of the County of Klamath, State of Oregon, the following-described premises situated in Klamath County, Oregon, to-wit:

SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 8, W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 9, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 16, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 17, all in Township 40 S., R. 13 E.W.M.
SUBJECT TO: Reservations and restrictions, including the terms and provisions thereof, contained in the Patent recorded January 5, 1910, in Volume 28, Page 35, Deed Records of Klamath County, Oregon.

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 RICHARD A. SMITH and GENEVA A. SMITH, husband and wife, their heirs and assigns forever.

This conveyance is intended to secure the full performance by mortgagor of the obligation it has assumed in that certain deed to mortgagees of even date to pay, according to the terms and provisions thereof, that certain mortgage executed by James V. Haapoja, et ux, in favor of The Travelers Insurance Company, dated May 17, 1978, recorded May 25, 1978, in Volume M-78, Page 11118, Mortgage Records of Klamath County, Oregon; and this conveyance is intended as a mortgage to secure the payment of the sum of SEVENTY THOUSAND AND NO/100 DOLLARS in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 70,000.00

Klamath Falls, Oregon

December 1

1979

The undersigned corporation promises to pay to the order of RICHARD A. SMITH and GENEVA A. SMITH, husband and wife, at Klamath Falls, Oregon, SEVENTY THOUSAND AND NO/100 ----- DOLLARS.

with interest thereon at the rate of 10 percent per annum from date hereof until paid, payable in annual installments of not less than \$ 7,000.00 in any one payment; interest shall be paid annually and in addition to the minimum payments above required; the first payment to be made on the 1st day of December, 1980, and a like payment on the 1st

day of each December 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 undersigned promises and agrees to pay the reasonable collection cost 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 an appeal 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.

JELD-WEN, inc.

By

Secretary

By

President

No.

* Strike words not applicable.

FORM No. 101—INSTALLMENT NOTE—CORPORATION (Oregon UCC)

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled payment of principal becomes due, to-wit: December 1, 1989.

Mortgagor warrants that the proceeds of the loan represented by the above-described note and this mortgage are for an organization or are for business or commercial purposes other than agricultural purposes.

Now, if the sum of money due upon said note shall be paid according to the agreement therein expressed and mortgagor performs all of its obligations under the mortgage given to The Travelers Insurance Company under date of May 17, 1978, 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 Richard A. Smith and Geneva A. Smith and their legal representatives or assigns may foreclose the within 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 said principal, interest and attorney 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 JELD-WEN, inc., its successors or assigns.

(Mortgage - 2)

IN WITNESS WHEREOF, JELD-WEN, inc., pursuant to a resolution of its board of directors, has caused this Mortgage to be executed by its _____ President and Asst Secretary this 29 day of Nov., 1979.

JELD-WEN, inc.

By [Signature]

By [Signature]

STATE OF OREGON }
County of KLAMATH } ss. 11/29, 1979

Personally appeared RL Wandt and WIB Early, who, being first duly sworn, did say that they are the _____ President and Asst Secretary of JELD-WEN, inc., an Oregon corporation, and that the foregoing Mortgage was signed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

Before me:

Herman F. Smith
NOTARY PUBLIC FOR OREGON
My commission expires 12/13/82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.
this 4th day of December A. D. 1979 at 4:36 o'clock P.M., and
duly recorded in Vol. M79, of Mortgages on Page 28097

Wm D. MILNE, County Clerk
By [Signature]
Fee \$10.50

Klamath County Title Co.