

82735

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THIS MORTGAGE, Made this 9th day of May, 1977, between T P PACKING CO., duly organized and existing under the laws of the State of Oregon, hereinafter called the Mortgagor, and W. F. REHFUSS and RHETT WILLIAMS REHFUSS TRUST, hereinafter called the Mortgagee, (\$250,000.00)-----Two Hundred Fifty Thousand-----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:

As set forth in Exhibit "A" attached hereto

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-----premissory note-----of which the following is a substantial copy:

provided in the agreement dated April 1, 1977 between WILLIAM F. REHFUSS, also known as W. F. REHFUSS and WILLIAM P. BRANDSNESS and RALPH C. WILLIAMS, as Co-Trustee, of the RHETT WILLIAM REHFUSS TRUST, referred to as "note" herein.

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 never defend the same against all persons; that it will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) remain(s) 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(s) 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 now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$ INSUR. VALUE, in such company as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; 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.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) according to its (their) 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(s); it being agreed that 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(s) 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(s) without waiver, how- ever, 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. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note(s) shall be included in the lien of this mortgage.

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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.

IN WITNESS WHEREOF, T. P. PACKING CO. 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 9th day of May, 1977

Executed in the Presence of

By Ronald A. Mete President

By _____ Secretary

STATE OF OREGON,

County of Klamath } ss. On this 9th day of May, 1977, before me appeared Ronald A. Mete and

duly sworn, did say that he, the said RONALD A. METE is the President, and he, the said RALPH C. WILLIAMS is the Secretary of T. P. PACKING CO. the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and RONALD A. METE and RALPH C. WILLIAMS acknowledged said instrument to be the free act and deed of said Corporation.

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

George H. Brantner
Notary Public for Oregon.

My commission expires 9-17-78

MORTGAGE

Corporation
(FORM No. 75A)

TO

STATE OF OREGON,

County of _____

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 _____ Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By _____ County Clerk—Recorder.

Deputy.

593 STEVENS-NESS LAW PUBL. CO., PORTLAND, ORE.

William P. Brantner
411 Pine
K. Falls, Or.

Starting at quarter corner between Sections 16 and 17 Township 39 South, Range 9 E.W.M., said point being also the Southeast corner of Lot 2 in said Section 17; thence West along the South line of said Lot 2 a distance of 600 feet; thence North along a line running North and South through the center of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 17 (being Lot 2 of said Section) 811.67 feet, more or less, to the intersection of said North and South line with the Easterly line of the right of way of the California Northeastern Railway; thence Northeasterly along the said Easterly line of the right of way of said railway 1187.87 feet, more or less, to its intersection with the East line of said Section 17; thence South 1797.89 feet, more or less, to the point of beginning.

Also, beginning at a point on the South line of Lot 2 of Section 17 Township 39 South, Range 9 E.W.M., 660 feet West of the quarter section corner common to Sections 16 and 17 in said Township and range; running thence North 811.67 feet to the Southeasterly right of way of the California Northeastern Railroad (Southern Pacific Railroad); thence Southwesterly along the right of way of the said Railroad to the South line of said Lot 2; thence East 540 feet, more or less, to the place of beginning.

Also, 690 feet off the North side of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17 Township 39 South, Range 9 E.W.M., excepting and reserving therefrom a parcel of land lying in the Southwest corner of said tract described as follows: Beginning at the Southwest corner of the land herein described; running thence Easterly along the Southerly line of said tract 219 feet; thence Northwesterly at an angle of 22° 562 feet to the Westerly line of said tract; thence Southerly 544 feet to the place of beginning.

Also, a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17 Township 39 South, Range 9 E.W.M., more particularly described as follows: Beginning at a point on the West line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17 Township 39 South, Range 9 E.W.M., which is 430 feet North of the Southwest corner of the

North 20.27 acres of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17; thence East 44.7 feet; thence North 22°00' West a distance of 85 feet, more or less, to the Southeasterly right of way line of the Southern Pacific right of way; thence South 33°29' West along said right of way line a distance of 23 feet, more or less, to the West line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 17; thence South 62 feet, more or less, to the point of beginning,

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of William P. Brandsness, Atty.

is 3rd day of April A. D. 1980 at 4:22 clock P M., and

is recorded in Vol. M80, of Mortgages on Page 6267

Wm. D. MILNE, County Clerk

By Bernetha Deloach

Fee \$10.50