

THIS MORTGAGE, Made this 9th day of March, 19 81,
by JOYCE K. WARD
to OGLN-MANAGEMENT, INC., an Oregon corporation
Mortgagor,
Mortgagee,

WITNESSETH, That said mortgagor, in consideration of ONE HUNDRED THOUSAND (\$100,000.00) Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns; that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

AS MORE FULLY SET FORTH ON THE ATTACHED EXHIBIT "A" and BY THIS REFERENCE INCORPORATED HEREIN.

SECOND

JOYCE K. WARD
BE IT REMEMBERED, that on the 9th day of March, 1981

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 and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$ 100,000.00 Klamath Falls, Oregon March 9, 19 81
The undersigned corporation promises to pay to the order of OGLN-MANAGEMENT, INC., an Oregon corporation at Klamath Falls, Oregon
One Hundred Thousand and no/100ths DOLLARS,

with interest thereon at the rate of 20 percent per annum from date until paid,
payable in annual installments of not less than \$ 12,000.00 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 9th day of March, 19 82, and a like payment on the 9th day of March 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 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 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.

Ward's Klamath Funeral Home, Inc.
an Oregon corporation

By /s/ Joyce K. Ward President By /s/ James K. Ward Secretary /Treasurer

No. * Strike words not applicable.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
(b) for an organization, (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by JOYCE K. WARD

to First Federal Savings & Loan Association dated June 17, 1975

19 81, and recorded in the mortgage records of the above named county in book/reel/volume No. M-75 at page 7080
thereof, or as document/instrument/instrument No. (Indicate which) reference to said mortgage records

hereby being made; the said first mortgage was given to secure a note for the principal sum of \$ 300,000.00 and the unpaid principal balance thereof on the date of the execution of this instrument is \$ 274,216.30 and no more; interest thereon is paid to March 9, 19 81; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage."

The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except reservations, restrictions, rights of way, easements of record and those apparent on the land

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal and interest, according to the terms thereof; that while any part of the note secured hereby remains unpaid he 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 secured hereby, when due and payable and before the same become delinquent; that he 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 he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire

In construing this mortgage, it is understood that the mortgagor or 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.

JOYCE K. WARD

STATE OF OREGON

County of the **KLAMATH** State of Oregon, ss. I, the undersigned, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County.

BE IT REMEMBERED, That on this 9th day of March, 19 81,
before me, the undersigned, a notary public in and for said county and state, personally appeared the within named
JOYCE K. WARD

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

Susan Kay Way IN
Susan Kay Way
Notary Public for Oregon
My commission expires 6/4/1988

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

Notary Public for Oregon.

My Commission expires

SECOND MORTGAGE

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

JOYCE K. WARD

(2,000,000.00)T

GLN MANAGEMENT, INC., an
Oregon corporation

Boivine & Boivin
110 North Sixth Street
Klamath Falls, Oregon 97601

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/reel/volume No. _____ on
page _____ or as document/fee/file/
instrument/microfilm No. _____,
Record of Mortgages of said County.~~

Witness my hand and seal of
County affixed.

By _____ Deputy

PARCEL 1

Beginning at a point on the Northerly line of Main Street, which is South $89^{\circ}18'$ East a distance of 862.2 feet along the Northerly line of Main Street from the Southeast corner of Block 57, Second Hot Springs Addition to the City of Klamath Falls, Oregon; thence North $0^{\circ}42'$ East a distance of 254.5 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S.R.S. Canal right of way; thence South $68^{\circ}52'$ East and parallel with the Southwesterly line of said canal right of way and 20 feet distant Southwesterly at right angles therefrom a distance of 53.6 feet, more or less, to a point; thence South $0^{\circ}42'$ West a distance of 234.5 feet, more or less to the Northerly line of Main Street; thence North $89^{\circ}18'$ West along the Northerly line of Main Street a distance of 50 feet to the place of beginning all in Williams Addition to the City of Klamath Falls, Oregon; and

Beginning at a point on the Northerly line of Main Street, which is $89^{\circ}18'$ East a distance of 912.2 feet along the Northerly line of Main Street from the Southeast corner of Block 57, Second Hot Springs Addition to the City of Klamath Falls, Oregon; thence North $0^{\circ}42'$ East a distance of 234.5 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U.S.R.S. Canal right of way; thence South $75^{\circ}22\frac{1}{2}'$ East parallel with the Southwest line of said canal right of way and 20 feet distant Southwesterly at right angles therefrom a distance of 55 feet, more or less, to the Northwest corner of that parcel of land deeded to Dr. A. A. Soule, April 24, 1923, thence in a Southerly direction and parallel to Mortimer Avenue, a distance of 214.8 feet, more or less, to the Northerly line of Main Street; thence Westerly along the Northerly line of Main Street a distance of 50 feet to the place of beginning, all in Williams Addition. KUD
B/K

PARCEL 2

Beginning at a point which is South $89^{\circ}19'$ East a distance of 1062.2 feet, East along the Northerly line of Main Street from the Southeasterly corner of Block 57 of Second Hot Springs Addition to the City of Klamath Falls, Oregon; thence North $0^{\circ}42'$ East a distance of 191.25 feet to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U. S. Reclamation Service Main Canal Right of way; thence in a Northwesterly direction and parallel with the Southwesterly line of said canal right of way and 20 feet distant at right angles therefrom a distance of 101.25 feet, more or less, to a point; thence South $0^{\circ}42'$ West a distance of 214 feet, more or less, to the Northerly line of Main Street; thence South $89^{\circ}18'$ East a distance of 100 feet to the place of beginning, lying and being in the unplatted portion of Williams Addition to the City of Klamath Falls, Oregon, and in the South half of the Southeast quarter of the Southwest quarter of Section 28, Township 38 South, Range 9 East of the Willamette Meridian.

PARCEL 3

Beginning at a point which is South $89^{\circ}18'$ East a distance of 1067.2 feet along the Northerly line of Main Street from the Southeasterly corner of Block 57 of Second Hot Springs Addition to the City of Klamath Falls, Oregon; thence North $0^{\circ}42'$ East a distance of 185.75 feet, more or less, to a point which is 20 feet distant Southwesterly at right angles from the Southwesterly line of the U. S. Reclamation Service Main Canal right of way; thence in a Northwesterly direction and parallel with the Southwesterly line of the said canal right of way and 20 feet distant at right angles therefrom a distance of 5.18 feet to the Northeast corner of that piece of land deed to Eve Soule by Herbert Lang and Jennie Lang, as recorded in Volume 105, page 47 of Klamath County Deed Records; thence South $0^{\circ}42'$ West a distance of 187.15 feet, more or less, to a point on the Northerly line of Main Street; thence South $89^{\circ}18'$ East along the Northerly line of Main Street a distance of 5.00 feet to the point of beginning, lying and being in the unplatted portion of Williams Addition to the City of Klamath Falls, Oregon, and in the $S\frac{1}{2}SE\frac{1}{4}SW\frac{1}{4}$ of Section 28, Township 38 South, Range 9 East of the Willamette Meridian.

Exhibit "B"

All that part of Lots 1 and 2, Block 44, Nichols Addition to the City of Klamath Falls, Oregon, described as follows: Beginning at a point on the southwesterly line of Tenth Street, 44.88 feet southeasterly from the most northerly corner of said Lot 1; thence southwesterly 83 feet, more or less, to a point on a line running parallel with Ninth Street, and distant therefrom 155.76 feet northeasterly, which point is 22.8 feet southeasterly from the northwesterly line of said Lot 2; thence southeasterly along said line parallel with Ninth Street 30.8 feet; thence Northeasterly 75 feet, more or less, to a point on the southwesterly line of Tenth Street, which is 30 feet southeasterly from the point of beginning; thence northwesterly along the line of Tenth Street 30 feet to the point of beginning. Reserving and excepting a strip eight feet wide off the southwesterly end of above described tract.

All that portion of Block 44, of Nichols Addition to the City of Klamath Falls, formerly Linkville, Oregon, described as follows, to-wit: Beginning at a point on the southerly line of said Block 44, at a point thereon distant 40 feet from the intersection of said southerly line of said block and the westerly line of Tenth Street; thence northwesterly along the westerly line of that certain property deeded by Marcia Jamison et vir to A. A. Bellman by deed recorded in Book 48 of Deed Records of Klamath County, Oregon, at page 190 thereof, to the northwesterly corner of said property deeded to said Bellman; thence westerly and parallel to Washington Street to an intersection with a line running northerly and southerly parallel to Ninth Street, and distant 100 feet from the westerly line of Tenth Street, measured on the northerly line of that certain property deeded by Sarah E. Taylor to Marcia Mitchell of record in said Deed Record Book 7, page 204; thence northerly and parallel with Ninth Street along said northerly and southerly line to the said northerly line of said property deeded by Taylor, as aforesaid; thence westerly along said northerly line to the westerly line of Lot 2 of said Block 44; thence southerly and parallel with Ninth Street to the southerly line of said Block 44; thence easterly along said southerly line of said block to the place of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 12th day of March A. D. 1981 at 11:45 o'clock A. M., and

duly recorded in Vol. M81, of Mtg. on Page 4467.

EVELYN BIEHN, County Clerk

By Debra A. Jones

Fee \$14.00