4078 Tell CORCEAGE Main September Vol. M & Page 10 15881 KLAMATH WOOD PRODUCTS, INC. ., a Corporation, duly organized and existing under the laws of the Stat. of ...... Oregon ........, hereinafter called the Mortgagor, and Alpine Veneers, Inc., hereinalter called the Mortgagee, WITNESSETH, That said mortgagor, in consideration of \_\_good\_and\_valuable\_consideration xDollers; to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortfagee. his heirs, executors, administrators, successors and/or assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows: The real property is fully described in Exhibit A which is attached hereto and by this reference made a part hereof. 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, 1 executors, administrators, successors and/or assigns forever. Control This mortgage is intended to secure the payment of the following is a substantial copy: The Promissory Note is attached as Exhibit B and by this reference made a part hereof. the second second second Timothy J. Slirsath and John Green A statement of the locations design and set of a statement of ne no and hearing an are stand only a get a first provide the formation of the first of the second of the second સંસ્ક The war on relime "Contract fight and that the suit sticked to got destruction is in the one of the first Contract Non-Restance Stoargood Henry and Herrichter Herrichter . vohn Green in and will also that the the spirit. This part that shall be can He To make a spin a pin has been a large ariori F. Brizsecu aud Kopr Gideu the process. ्रिष्ट्रव्युक्त 320-19502619552 Fr. 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 SUBJECT to all existing encumbrances of record. Sec. Sug.

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 mortgager and of said mortgager respectively. In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgage, 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.

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to the payment of the amount due thick this moltgage, and underthig an proper charge and expense and expense and 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 the divide the plural.

and to individuals. IN WITNESS WHEREOF, KLAMATH WOOD PRODUCTS, INC. pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its of September ., 19.81 KLAMATH WOOD PRODUCTS, INC. President Executed in the Presence of ्रियः २०११ में विश्व देवतः देवतः देवति स्वति विश्व विश्व दिवतः स्वति स्वति स्वति । स्वति स्व ν.ρ Secretary Bv STATE OF OREGON, ss. 3rd September 19.81 Multnomah On this.... .....đay of .... County of ..... before me appeared Timothy L. Blixseth and John Green XXXX both to me personally known, who being \_\_\_\_\_ duly sworn, did say that he, the said Timothy L. Blixseth John Green is the President, and he, the said KLAMATH WOOD PRODUCTS, 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 \_\_\_\_\_\_Timothy L. Blixseth \_\_\_\_\_ and \_\_\_\_\_John Green acknowledged said instrument to be the free act and deed of said Corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed T.A 8. my official seal the day and year last above written. 0 OTARY Notary Public for Oregon My commission expires 7/23/85 recorded instru County Clerk-Recorder Doputy Brownstein County ц 0 Willin W., and A C Corporation FORM No. 75A) the ţ STATE OF OREGON Ses WOOD ដ certify. that Gilbertson STEVENS-NESS LAW 'n Sweeney of Mortu and Attorney 6 KLAMATH. ທີ ALPINE affi Portl 200 at in book Record book County ment à The location of the first the second 4.11香。4.996年4月19月1日,20月19月 19月

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15883 parcel of land located in the SELSEL Section 5, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and being a portion of Government Lots 4 and 5, said Section, Township and Range, more particularly described as follows:

Beginning at a point which is South a distance of 208.71 feet and East a distance of 285.0 feat from the Northwest corner of said SEWSEW of said Section 5, said point being on the South line of that certain parcel of land conveyed by the City of Klamath Falls to H. A. Micschelm et ux., by deed dated November 8. 1948, recorded November 16. 1948 in Volume 226 at page 423, Deed Records of Klamath County. Grecon: thence continuing East along the South line of said parcel a distance of 192.42 feet to Southeast corner thereof: thence North along East line of said parcel a distance of 208.71 feet to North line of said SE%SE%; thence East along said North line a distance of 389.88 feet to a point: thence South 0°43' West a distance of 450.7 feet to a point on Northwesterly line of a parcel of land deeded to Great Northern Railway Co. by deed recorded October 21, 1927 in Volume 76 at page 635, Records of Klamath County, Oregon; thence South 28° 43' West, along said Northwesterly line a distance of 590.02 feet to Northeasterly corner of a parcel of land deeded to California Oregon Power Co. by deed recorded December 16, 1953 in Volume 254 at page 436, Records of Klamath County, Oregon; thence West along North line of said parcel a distance of 296.75 feet to a point, said point being East a distance of 285.0 feet from West line of said SE%SE%; thence North and parallel to said West line and 285.0 feet distance East therefrom, a distance of 761.29 feet, more or less, to point of beginning.

## PARCEL 2

A parcel of land located in the SEZSEZ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, and being a portion of Covernment Lots 4 and 5, said Section, Township and Range, more particularly described as follows:

Beginning at a point on the North line of said SE%SE% which is East along said line a distance of 477.42 feet from Northwest corner thereof; thence continuing East along said North line a distance of 389.88 feet to a point; thence South 0° 43' West a distance of 460.7 feet to a point on the Northwesterly line of a parcel of land deeded to Great Northern Railway Co. by deed recorded October 21. 1927 in Volume 76 at page 635. Records of Klamath County. Oregon: thence South 23° 43' West along said Northwesterly line a distance of 590.02 feet to Northeasterly corner of a parcel of land deeded to California Oregon Power Co. by deed recorded December 16, 1953 in Volume 264 at page 435, Records of Klamath County, Oregon; thence West along North line of seid parcel a distance of 521.75 feet to East line of a parcel of land deeded to Klamath County for road purposes by deed recorded November 17, 1948 in Deed Volume; 226 at page 429, Records of Klamath County, Sregon; thence North along East line of said parcel to a point which is South along said line a distance of 208.71 feet from North line of said SE%SE%, said point being Southwest corner of a parcel of land deeded by City of Klamath Falls to H. A. Mitschelm

description continued ...

et ux., recorded November 16, 1948 in Deed Volume 226 at page 422, Records of Klamath County, Oregon; thence East along South line of said parcel a distance of 417.42 feet; thence North along East line thereof 208.71 feet to point of beginning.

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EXCEPTING THEREFROM that portion described in deed recorded November 25, 1971 in Volume M-71 at page 12415, Microfilm Records of Klamath County, Oregon.

## PROMISSORY NOTE

Exhibir B

\$200,000.00

Portland, Oregon, September 3, 1981

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The undersigned corporations and individuals, jointly and severally, promise to pay to the order of Alpine Veneers, Inc., hereinafter referred to as "Alpine", an Oregon corporation, at 1210 Yeon Building, Portland, Oregon, TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) plus interest thereon on the unpaid principal balance at the rate of 2% in excess of the prime rate charged, from time to time, by the United States National Bank of Oregon, Portland, Oregon. Any change in the Bank's prime rate shall be effective as of the effective date of said change. Interest shall be computed on the basis of a 365 day year of actual days elapsed.

Payment of this Promissory Note and interest shall be as follows:

1. For the first three months (September 1 to November 30, 1981), the promissors shall only be required to pay accrued interest on the unpaid principal balance with the first such interest payment to be due and payable on October 1, 1981, with the second payment on November 1, 1981 and the third such payment on December 1, 1981.

2. Commencing with the 1st day of December, 1981 the

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promissors shall commence payment of both interest and principal, which payments shall be made weekly for a six month period (December 1, 1981 to May 31, 1982) in the amount of not less than \$2,500.00 per week principal plus accrued interest, with the. first such weekly payment to be due, payable and received by Alpine on the 7th day of December, 1981 (Monday) with a similar weekly payment each Monday thereafter for the above six month period.

3. Thereafter, and commencing with the 7th day of June, 1982 (Monday) to August 23, 1982, promissors shall make weekly payments of not less than \$4,500 principal plus accrued interest with the first such payment due, payable and received by Alpine on June 7, 1982 with a similar payment each Monday thereafter. On August 24, 1982 the then unpaid principal balance and interest shall be fully due and payable.

If any of said payments (principal or interest) are not so paid when due, payable and to be received by Alpine and such default continues for more than eight days, the whole sum of both principal and interest shall become immediately due and collectable at the option of the holder of this note. As long as any funds remain unpaid hereunder, even though timely payments

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have been made, then a breach by Little River Lumber Products Co. of any written contract then existing with Alpine (whether now existing or made in the future) shall, at the option of Alpine, also constitute a default of this Promissory Note with Alpine to have all remedies available to it including the default remedies above noted. If this note is placed in the hands of an attorney for collection, the promissors promise and agree to pay reasonable collection costs of the holder; and if suit or action is filed for the collection of this note, or any part hereof, promissors also promise to pay (1) holder's reasonable attorneys' 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 attorneys' fees in the appellate court, together with all costs and disbursements incurred in the trial court and, if applicable, the appellate court.

At the present time there is an outstanding unpaid loan balance pursuant to a Klamath Wood Products, Inc. -Alpine promissory note and a Little River Lumber Products Co. -Alpine promissory note. This September 3, 1981 note does not supersede nor is payment of those former notes. However, the payments to be received pursuant to the September 3, 1981 note shall first be applied in full payment of the Klamath Wood Products, Inc. note until it is fully paid and then applied to

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the Little River Lumber Products Co. note until it is fully paid, at which time the payments hereunder shall then commence to reduce the unpaid principal balance hereunder; provided, however, that to November 30, 1981, the undersigneds shall pay interest only on all three promissory notes and thereafter the unpaid principal balance of all three notes shall be computed.

The undersigned promissors warrant to Alpine that this loan is for a business purpose other than agricultural purposes. LITTLE RIVER LUMBER PRODUCTS CO.

(A By <u>1, Bl.</u> President REVESTCO, INC. 81 By Tim Alert (S TIMOTHY L. BLIXSETH Individually and Personally John GREEN Individually and Personally MARGARET GREEN

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Individually and Personally

deputy

KLAMATH WOOD PRODUCTS, INC.

11 By On krun President

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record of representative this 8th day of September D. 1981 at 1:27 clock P.M., and duly recorded in Vol. M-81, of Mortgages on Page 5881. DEV\_LYN\_BIERN County Clock

Fee\$32.00

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