

and such other hazards as the mortgagee may from time to time require, in an amount not less than insurable value in a company or companies acceptable to the mortgagee herein, with loss payable, first to the holder of the said first mortgage; second, to the mortgagees named herein; and then to the mortgagee as their respective interests may appear; all policies of insurance shall be delivered to the holder of the said first mortgage as soon as insured and a certificate of insurance executed by the company in which said insurance is written, showing the amount of said coverage, shall be delivered to the mortgagee named in this instrument. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies as aforesaid at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that the mortgagor will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. In the event any personal property is part of the security for this mortgage, then at the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay all obligations secured by said first mortgage as well as the note secured hereby according to its 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 payments of the note secured hereby; it being agreed that a failure to perform any covenant herein, or if a 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 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, or fail to do or perform anything required of him by said first mortgage, the mortgagee herein, at his option, shall have the right to make such payments and to do and perform the acts required of the mortgagor under said first mortgage; and any payment so made, together with the cost of such performance shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as the note secured hereby without waiver, however, 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. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of the mortgagees 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, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context 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, said mortgagor has hereunto set his hand the day and year first above written.


Byron Erkenbrecher, III

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, use Stevens-Ness Form No. 1306 or similar.

STATE OF OREGON,

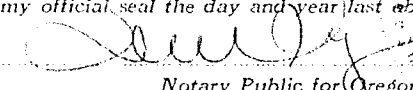
County of Klamath

ss.

BE IT REMEMBERED, That on this 20th day of November, 19 81, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Byron Erkenbrecher, III

Known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.


Notary Public for Oregon.

My Commission expires 8-5-83

SECOND MORTGAGE

(FORM No. 925)

STEVENS-NESS LAW FIRM, INC., PORTLAND, OREGON

Byron Erkenbrecher, III

TO

Theodore N. Emard
Dorothy L. Emard

AFTER RECORDING RETURN TO
Klamath Co. Title Co.
P. O. Box 151
Klamath Falls, OR 97601

NOTICE: REBUILT

FOR

RECORDING'S USE

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19 81, at o'clock M., and recorded in book/reel/volume No. on page or as document/fec/file/instrument/microfilm No. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By Deputy

A parcel of land situated in Sections 14 and 15, Township 34 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southeast corner of the West 1/2 West 1/2 Northwest 1/4 of said Section 14; thence North along the East line of said West 1/2 West 1/2 Northwest 1/4 183 feet to a point where said East line intersects the centerline of an existing access road said point hereafter being referred to a Point "A"; thence leaving said East line West 1/2 West 1/2 Northwest 1/4 and following said existing access road in a Westerly direction through portions of said Sections 14 and 15 the following courses and distances: North $61^{\circ} 48' 34''$ West, 483.18 feet to the beginning of a curve to the left; thence along the arc of a 293.3 feet radius curve to the left, 175.30 feet (delta = $34^{\circ} 14' 43''$) to the end of curve; thence South $86^{\circ} 56' 43''$ West, 174.64 feet to the beginning of a curve to the right; thence along the arc of a 576.01 feet radius curve to the right 135.84 feet (delta = $13^{\circ} 30' 45''$) to the end of curve; thence North $82^{\circ} 32' 32''$ West 150.41 feet to an angle point; thence North $88^{\circ} 43' 02''$ West, 281.85 feet to an angle point; thence North $82^{\circ} 51' 42''$ West, 205.13 feet to the beginning of a curve to the right; thence along the arc of 278.37 feet radius curve to the right 158.59 feet (delta = $32^{\circ} 38' 31''$) to a point of reverse curve; thence along the arc of a 458.60 feet radius curve to the left 227.21 feet (delta = $28^{\circ} 23' 15''$) to the end of curve; thence North $78^{\circ} 36' 26''$ West 436.87 feet to an angle point; thence North $75^{\circ} 35' 04''$ West 131.21 feet to the beginning of a curve to the left; thence along the arc of a 262.74 feet radius curve to the left 201.07 feet (delta = $43^{\circ} 50' 47''$) to the end of curve; thence South $60^{\circ} 34' 09''$ West, 315.67 feet to an angle point; thence South $54^{\circ} 20' 06''$ West, 422.43 feet to the beginning of a curve to the right; thence along the arc of a 333.03 feet radius curve to the right 122.21 feet to a point on curve (delta = $21^{\circ} 01' 33''$) said point on curve being a point where said road centerline intersects the Easterly boundary of that certain parcel of land described in Deed recorded in Deed Volume M75, page 437, Klamath County Deed Records said point also being referred to hereinafter as Point "B" thence leaving said road center line South $02^{\circ} 31' 11''$ East, 429.72 feet to a 3/4 inch iron pin; thence South 68° West, 208 feet to a 3/4 inch iron pin on the Easterly bank of the Williamson River; thence Southerly along the Easterly bank of said Williamson River to a point where said river bank intersects the South line of Government Lot 10 of said Section 15; thence East along the South line of said Government Lot 10 to the Southeast corner thereof; thence East along the South line of the North 1/2 Northeast 1/4 Southeast 1/4 of said Section 15 to the Southeast corner thereof; thence East along the South line of the Northwest 1/4 Northwest 1/4 Southwest 1/4 of said Section 14 to the Southeast corner thereof; thence North to the point of beginning.

20762

TOGETHER WITH a non-exclusive private roadway easement for use in common with others over and across a strip of land 30.00 feet in width lying immediately adjacent to but Northerly of the roadway centerline described above running Westerly from Point "A" to Point "B".

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record on ~~XXXXXX~~

This 2 day of December 1981 at 11:52 AM

duly recorded in Vol. M 81 of Mtge. Book 20759

Fee \$14.00

EVLY, BIRTH, Count.

By *Joyce M. Stue*