

33822

K 35732

Vol. 1184 Page 2860

AGREEMENT TO SUBORDINATE

1 THIS AGREEMENT is made and entered into this 14 day of
2 February, 1983, by and between DORIS Q. CURTISS, and CAMERON A.
3 CURTISS and DEANNA E. CURTISS, husband and wife.

4 In consideration of the mutual covenants and promises
5 contained herein, the parties hereby agree as follows:

6 (1) RECITALS: The parties hereby declare the following
7 facts are true: Doris Q. Curtiss has sold real property to Cameron
8 A. Curtiss and Deanna E. Curtiss, and has taken back a Note and
9 Mortgage as security for the unpaid purchase price. A copy of the
10 Note and the Mortgage, which describe the real property referred to,
11 are attached hereto, marked Exhibit "A" and Exhibit "B", respec-
12 tively, and made a part hereof. As consideration for the sale, Doris
13 Q. Curtiss has agreed to subordinate her Mortgage to a security
14 interest to be granted by Cameron A. Curtiss and Deanna E. Curtiss
15 to the State of Oregon, or one of its agencies, for the purpose of
16 securing the borrowing of funds to install a hydro-electric plant
17 on the real property sold by Doris Q. Curtiss to Cameron A. Curtiss
18 and Deanna E. Curtiss.

19 (2) SUBORDINATION: Doris Q. Curtiss hereby agrees that
20 at any time from the execution of the Mortgage, attached hereto,
21 until December 31, 1985, that if requested by Cameron A. Curtiss and
22 Deanna E. Curtiss, she will subordinate her Mortgage to a mortgage
23 or other security instrument selected by the State of Oregon, or its
24 agencies, which security instrument shall not exceed the sum of
25 One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), in
26 order that Cameron A. Curtiss and Deanna E. Curtiss may secure a loan
27 of up to One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00)
28

AGREEMENT TO SUBORDINATE
Page One

'84 FEB 23 PM 3 22

1 from the State of Oregon, or one of its agencies, provided further,
 2 however, that the security instrument granted to the State of Oregon,
 3 or one of its agencies, shall encumber only the real property
 4 described on Exhibit "C" attached hereto and made a part hereof.

5 (3) ATTORNEY FEES: In the event suit or action is
 6 brought by any party under this agreement to enforce any of the terms
 7 hereof, it is agreed that the prevailing party shall be entitled to
 8 recover from the losing party such sums as may be fixed by any trial
 9 or appellate court as and for reasonable attorney fees in addition
 10 to costs and disbursements.

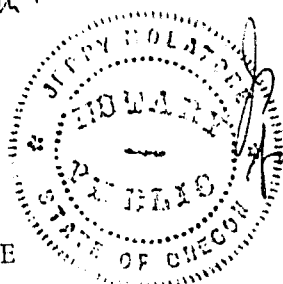
11 (4) REMEDIES: The parties agree that in the event of a
 12 breach of this agreement, that monetary damages alone may not be
 13 sufficient to compensate the aggrieved party. The parties, there-
 14 fore, agree that in the event of a breach, the aggrieved party shall
 15 be entitled to equitable remedies, including a decree of specific
 16 performance, in addition to all other remedies provided by law.

17
 18 *Doris J. Curtiss*
 19 DORIS Q. CURTISS

20 *Cameron A. Curtiss*
 21 CAMERON A. CURTISS

22 *Deanna E. Curtiss*
 23 DEANNA E. CURTISS

24
 25
 26
 27
 28
 Before me this 14 day of
 February, 1984, personally
 appeared the above named
 Doris Q. Curtiss and
 Cameron A. Curtiss and
 Deanna E. Curtiss and
 acknowledged the foregoing
 instrument to be their voluntary
 act and deed.



Molator, Notary Public
for Oregon.
Comm. ex 11-3-84

\$662,500.00

EXHIBIT "A"

February 14 1983,
as of December 31, 1981

2862

PROMISSORY NOTE

1
2 FOR VALUE RECEIVED, we promise to pay to the order of
3 DORIS Q. CURTISS, at Klamath Falls, Oregon, the sum of Six Hundred
4 Sixty-Two Thousand Five Hundred and no/100 Dollars (\$662,500.00), in
5 lawful money of the United States, with interest thereon at the rate
6 of 6 percent (6%) per annum, compounded semi-annually, from
7 December 31, 1982, until paid. All payments made between December 31,
8 1981, and December 31, 1982, shall be applied to principal. In the
9 event the entire balance due under this Note is not paid by
10 December 31, 1982, the unpaid balance shall bear interest at the
11 rate of 6 percent (6%) per annum, compounded semi-annually, from
12 December 31, 1982. This Note shall be paid in annual installments
13 in an amount of not less than Fifty Thousand and no/100 Dollars
14 (\$50,000.00) each, with the first payment due on the 31st day of
15 December, 1982, and continuing on the 31st day of December there-
16 after until the entire amount, both principal and interest, is paid
17 in full. Interest is included in the above payments. If any
18 installment is not so paid, the whole sum of principal and interest
19 shall become immediately due and collectable at the option of the
20 holder of this Note. If this Note is placed in the hands of an
21 attorney for collection, we agree to pay the reasonable fees and
22 expenses of such attorney, even though no suit or action is
23 instituted. Such attorney fees and expenses shall be any sums
24 judged reasonable as attorney fees in a suit or action, both at
25 trial court and in any appellate court. Notwithstanding any
26 provision herein to the contrary, the entire amount of principal due
27 under this Note shall be paid on or before the 31st day of
28 / / /

PROMISSORY NOTE
Page One

1 December, 2001.

2863

Cameron A. Curtiss
CAMERON A. CURTISS

Deanna E. Curtiss
DEANNA E. CURTISS

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

HENDERSON
& MOLATORE
ATTORNEYS AT LAW
428 MAIN STREET
KLAMATH FALLS,
OREGON 97601-6084
TELEPHONES
(503) 884-7731
884-2030

PROMISSORY NOTE
Page Two

MORTGAGE

Date: Feb. 14, 1983

CAMERON A. CURTISS and DEANNA E. CURTISS, husband and wife, as Mortgagor and hereinafter referred to as Mortgagor, hereby mortgages to DORIS Q. CURTISS, as Mortgagee and hereinafter referred to as Mortgagee, her heirs, executors, administrators and assigns, that certain real property situated in Klamath County, Oregon, and described as follows:

SEE ATTACHED EXHIBIT "A"

Together with all appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above-described premises.

This Mortgage is intended to secure the payment of a Promissory Note, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof.

The final payment of principal and interest thereon, if not sooner paid, is due and payable on December 31, 2001.

Mortgagor covenants to and with the Mortgagee that they are lawfully seized in fee simple of said premises and have a valid, unencumbered title thereto, except

SEE ATTACHED EXHIBIT "C"

and will warrant and forever defend the same against all persons.

Mortgagor agrees:

(1) That they will pay said Note according to the terms thereof;

(2) That they will pay all taxes, assessments and other charges which may be levied or assessed against said property when

MORTGAGE
Page One

1 due;

2 (3) That they will promptly discharge any liens against
3 said property which are superior to the lien of this Mortgage;

4 (4) That they will keep the buildings now on the premises
5 insured against loss or damage by fire, with extended coverage, in a
6 sum not less than Fifty Thousand and no/100 Dollars (\$50,000.00), in
7 a company acceptable to Mortgagee, which policy will name Mortgagee
8 as an additional insured as her interests may appear, and will
9 further provide that the policy will not be cancelled without not
10 less than ten (10) days' written notice to Mortgagee; and

11 (5) That they will keep the building and improvements on
12 said premises in good repair and will not commit or suffer any
13 waste of the premises.

14 If the Mortgagor shall keep and perform the covenants
15 herein contained and shall pay said Note according to its terms,
16 this conveyance shall be void; otherwise, it shall remain in full
17 force as a mortgage to secure the performance of all of the
18 covenants herein and the payment of said Note. Time is of the
19 essence hereof, and if Mortgagor fails to perform any covenant
20 herein, or to pay said Note according to its terms, Mortgagee shall
21 have the option to declare the whole amount unpaid on the Note
22 immediately due and payable, and this Mortgage may be foreclosed at
23 any time thereafter. In the event of any suit or action being
24 instituted to foreclose this Mortgage, Mortgagor agrees to pay all
25 reasonable costs incurred by Mortgagee for title search and reports
26 and such further sum as the trial court may adjudge reasonable as
27 Mortgagee's attorney fees in said suit or action, and any appellate
28 court on appeal of such suit or action, all of said sums to be

MORTGAGE
Page Two

1 secured by the lien of this Mortgage.
2

3 In the event that all or any portion of said property
4 shall be taken by eminent domain, the Mortgagee shall have the right
5 to require that all or any portion of the moneys payable as
6 compensation for such taking, in excess of the amount required to
7 pay reasonable costs and attorney fees incurred by the Mortgagor in
8 such proceedings, shall be paid to the Mortgagee and applied by it
9 first to any costs and expenses necessarily paid or incurred by the
10 Mortgagee in such proceedings, and the balance shall be applied to
11 the Note secured hereby against the payments last becoming due
12 thereon.

13 If the property is damaged because of fire or other risk
14 covered by insurance, Mortgagee shall apply the proceeds of said
15 insurance against the cost of repair, and any amount not required
16 for said purpose shall be paid to the Mortgagee and applied against
17 the payments last becoming due on said Note; but if said insurance
18 proceeds shall be insufficient for such repairs, Mortgagor shall pay
19 the difference. If damage to the improvements is so extensive as to
20 constitute total destruction, so that repair is not feasible, the
21 insurance proceeds shall be paid to the Mortgagee and applied
22 against the payments last coming due on said Note, and any excess
23 over the balance thereof shall be paid to the Mortgagor.

24 In the event that Mortgagor shall fail to file any proof
25 of loss or to endorse any check, draft, or warrant payable to
26 Mortgagor arising from such loss, Mortgagor hereby names and
27 constitutes the Mortgagee their attorney-in-fact to make such proof
28 of loss and to endorse such check, draft, or warrant and apply the
proceeds as provided herein.

Mortgagor shall pay according to the terms thereof, any prior mortgage or other lien now or hereafter existing against said property. In the event that Mortgagor shall fail to pay any sum due upon any such prior lien promptly when due, Mortgagee may pay the same and Mortgagor shall reimburse Mortgagee the amount thereof upon demand, and Mortgagee may add the amount thereof to the debt secured by this Mortgage and the same shall bear interest at the rate specified in said Note, without waiver, however, of any right arising to the Mortgagee for Mortgagor's breach hereof.

The Mortgagor agrees that failure of the Mortgagee at any time to require performance by the Mortgagor of any provision of this Mortgage or said Note, shall in no way affect Mortgagee's right hereunder to enforce the same, nor shall any waiver by the Mortgagee of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In the event that Mortgagor shall default in the payment of any sum due under the terms of said note or in the performance of any covenant of this Mortgage, Mortgagee shall give Mortgagor thirty (30) days' written notice at Harriman Route, Box 20, Klamath Falls, Oregon 97601, specifying said default, and Mortgagee shall have thirty (30) days in which to make said payment or perform such covenant, or to enter upon such performance and diligently pursue the same to completion, and if Mortgagor shall fail to do so, then Mortgagee shall have the right to declare the entire unpaid balance of said Note immediately due and payable and to pursue her remedies provided herein.

All of the covenants and agreements herein shall apply to

1 and bind the heirs, executors, administrators, successors, and
2 assigns of the Mortgagor and Mortgagee, respectively.

3 Wherever the context so requires, the masculine includes
4 the feminine and/or neuter, and the singular includes the plural.

5 IN WITNESS WHEREOF, Mortgagor have hereunto set their hands
6 all on the day and year first above written.

7
8
9 Cameron A. Curtiss
10 CAMERON A. CURTISS

11
12 Deanna E. Curtiss
13 DEANNA E. CURTISS

14 STATE OF OREGON)
15 County of Klamath) ss.

16 Before me this 14 day of February,
17 19, personally appeared the above-named CAMERON A. CURTISS and
18 DEANNA E. CURTISS, and acknowledged the foregoing instrument to be
19 their voluntary act and deed.

20 (S E A L)

21 Allen J. Jansen
22 Notary Public for Oregon
23 My Commission Expires: 8-15-86

EXHIBIT "A" (Page 1 of 2)
Parcel 1: Vests in Doris Quist Curtiss after Correction of M-81
on page 18619 is recorded. (Travelers Mtg.)

2869

Township 36 South, Range 7 East of the Willamette Meridian

Section 32 West of Lake: Lots 6, 7 and 8

Section 33 West of Lake: Lots 3, 4, 5, 6, 7 and 8 and that portion of Lot 2
lying Southwesterly of a straight line running from
the Northwest corner to the Southeast corner thereof.
ALSO the SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 34 West of Lake: Lots 1, 2, 11 and 12; E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$;
SAVING AND EXCEPTING therefrom that portion of the
SW $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows: Beginning at the Northwest corner of said
subdivision; thence Southeasterly along a straight line to the Southeast corner
of said subdivision; thence North along the East line of said subdivision to
the Northeast corner thereof; thence West along the North line of said
subdivision to the point of beginning.
ALSO SAVING AND EXCEPTING the Easterly 60 feet of
even width of the Fractional SW $\frac{1}{4}$ of said Section 34.

All the above described property further described by
instrument establishing boundary lines recorded November 1, 1916, Volume 46
page 242, Deed Records of Klamath County, Oregon.

SAVING AND EXCEPTING from the above described
property that portion thereof conveyed to Klamath County, a governmental
subdivision of the State of Oregon, for road purposes, by deed recorded May 12,
1977, in Volume M77 page 8251, Deed Records of Klamath County, Oregon.

Township 37 South, Range 7 East of the Willamette Meridian

Section 3: NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ EXCEPT the Easterly 60 feet of even width of said
NE $\frac{1}{4}$ NW $\frac{1}{4}$, and that portion of the S $\frac{1}{2}$ NW $\frac{1}{4}$ described as follows:
Beginning at the Northeast corner of said subdivision; thence West along the
North line of said subdivision to the Northwest corner thereof; thence South
along the West line of said subdivision to the Southwest corner thereof; thence
Northeasterly along a straight line to the point of beginning.

Section 4: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14; NE $\frac{1}{4}$ NW $\frac{1}{4}$,
NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Also Lot 1 EXCEPT that portion thereof heretofore conveyed by
Weyerhaeuser Timber Company to the State of Oregon by deed dated September 13,
1951, recorded October 3, 1951, in Volume 250 page 175, Deed Records of Klamath
County, Oregon.

Also that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying West of a line extending
from the Southwest corner of said subdivision to the Northeast corner of Lot 6
of said Section 4.

SAVING AND EXCEPTING from the above described property that
portion of Lot 6 lying Easterly of a straight line extending Southwesterly from
the Northeast corner of said Lot 6 to the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of
said Section 4.

1. 2870

Section 8: NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 9: Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9; N $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Also that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ described as follows: Beginning at the Southwest corner of said subdivision; thence North along the West line of said subdivision to the Northwest corner thereof; thence East along the North line of said subdivision to the Northeast corner thereof; thence Southwesterly along a straight line to the point of beginning.

Section 17: N $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPTING therefrom the following: A tract of land situated in the SW $\frac{1}{4}$ of Section 34, Township 36 South, Range 7 E.W.M., and the NW $\frac{1}{4}$ of Section 3, Township 37 South, Range 7 E.W.M., Klamath County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron pin on the Northwesterly right of way line of the County Road to Eagle Ridge, as established by found center line hubs, from which the W $\frac{1}{4}$ corner of said Section 3 bears S 51°41'42" W 3152.04 feet; thence N 21°01'06" W 1523.29 feet, to a 5/8 inch iron pin; thence N 81°59'35" W 601.47 feet, to a 5/8 inch iron pin; thence N 08°00'25" E 504.82 feet, to a 5/8 inch iron pin; thence N 11°16'48" W 394.49 feet, to a 5/8 inch iron pin; thence N 12°00'51" E 185.12 feet, to a 5/8 inch iron pin; thence N 20°12'08" E 296.83 feet, to a 5/8 inch iron pin; thence N 16°13'00" E 514 feet, more or less, to a point on the North line of said SW $\frac{1}{4}$ of Section 34; thence Easterly, along said North line, 946 feet, more or less, to a point that is 60 feet Westerly of the center $\frac{1}{4}$ corner of said Section 34; thence Southerly, parallel to and 60 feet from the North-South center section line of said Section 34, 2596 feet, more or less, to a point on the section line common to said Sections 34 and 3; thence Southerly, parallel to and 60 feet from the North-South center section line of said Section 3, 670 feet, more or less, to a point on the Northwesterly right of way line of the said County Road to Eagle Ridge; thence S 59°44'32" W 100.00 feet, more or less, to the point of beginning, containing 61.09 acres, more or less, with bearings based on a solar observation. Reference above described tract of land to recorded Survey No. 2744, as recorded in the office of the Klamath County Surveyor.

Gameron A. Curtiss and Beanna E. Curtiss hereby agree to assume and pay according to its terms, that certain Mortgage given by Charles A. Curtiss and Doris Quist Curtiss to The Travelers Insurance Company, and described above, and to hold Doris Quist harmless therefrom.

\$662,500.00

February 14 1983,
as of December 31, 1981

EXHIBIT "B"

PROMISSORY NOTE

2871

1 FOR VALUE RECEIVED, we promise to pay to the order of
2 DORIS Q. CURTISS, at Klamath Falls, Oregon, the sum of Six Hundred
3 Sixty-Two Thousand Five Hundred and no/100 Dollars (\$662,500.00), in
4 lawful money of the United States, with interest thereon at the rate
5 of 6 percent (6%) per annum, compounded semi-annually, from
6 December 31, 1982, until paid. All payments made between December 31,
7 1981, and December 31, 1982, shall be applied to principal. In the
8 event the entire balance due under this Note is not paid by
9 December 31, 1982, the unpaid balance shall bear interest at the
10 rate of 6 percent (6%) per annum, compounded semi-annually, from
11 December 31, 1982. This Note shall be paid in annual installments
12 in an amount of not less than Fifty Thousand and no/100 Dollars
13 (\$50,000.00) each, with the first payment due on the 31st day of
14 December, 1982, and continuing on the 31st day of December there-
15 after until the entire amount, both principal and interest, is paid
16 in full. Interest is included in the above payments. If any
17 installment is not so paid, the whole sum of principal and interest
18 shall become immediately due and collectable at the option of the
19 holder of this Note. If this Note is placed in the hands of an
20 attorney for collection, we agree to pay the reasonable fees and
21 expenses of such attorney, even though no suit or action is
22 instituted. Such attorney fees and expenses shall be any sums
23 judged reasonable as attorney fees in a suit or action, both at
24 trial court and in any appellate court. Notwithstanding any
25 provision herein to the contrary, the entire amount of principal due
26 under this Note shall be paid on or before the 31st day of
27 / / /
28

PROMISSORY NOTE
Page One

1 December, 2001.

F. 2872

Cameron A. Curtiss
CAMERON A. CURTISS

Deanna E. Curtiss
DEANNA E. CURTISS

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

HENDERSON
& MOLATORE
ATTORNEYS AT LAW
426 MAIN STREET
KLAMATH FALLS,
OREGON 97601-6084
TELEPHONES
(503) 884-7731
884-2030

PROMISSORY NOTE
Page Two

(1) Mortgage, including the terms and provisions thereof, given by Charles A. Curtiss and Doris Quist Curtiss, husband and wife, to The Travelers Insurance Company, dated June 12, 1967, and recorded June 28, 1967, in M-67 on page 4867, records of Klamath County, Oregon, to secure the payment of \$250,000.00.

(2) Notice of Federal Estate Tax Lien filed against Charles A. Curtiss, on M-80 on page 24990, records of Klamath County, Oregon, in the amount of \$52,110.01. Certificate of Discharge of Property recorded July 10, 1981, in M-81 page 12351, records of Klamath County, Oregon, releases a portion of the property in question from the Tax Lien.

(3) Reservations, restrictions, rights of way, easements of record, and those apparent on the land.

(4) Cameron A. Curtiss and Deanna E. Curtiss hereby agree to assume, and pay according to its terms, that certain Mortgage given by Charles A. Curtiss and Doris Quist Curtiss to The Travelers Insurance Company, and described above, and to hold Doris Quist Curtiss harmless therefrom.

FURTHER PROVISIONS OF MORTGAGE

This Mortgage, and the Note secured hereby, are personal to the Mortgagors, and in the event of any sale or transfer of the real property, or any part thereof, without the consent of the Mortgagee, the entire unpaid balance of the Mortgage and the Note secured thereby shall become immediately due and payable.

EXHIBIT "C"

Township 37 South, Range 7 East of the Willamette Meridian

Section 8: NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 9: Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9; N $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

Also that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ described as follows: Beginning at the Southwest corner of said subdivision; thence North along the West line of said subdivision to the Northwest corner thereof; thence East along the North line of said subdivision to the Northeast corner thereof; thence Southwesterly along a straight line to the point of beginning.

Section 17: N $\frac{1}{4}$ NW $\frac{1}{4}$

Return
KCTC

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for
record on the 23rd day of February A.D., 1984 at 3:22 o'clock P.M.
and duly recorded in Vol M84, of Mortgages on page 2860.

Fee \$60.00

EVELYN BIEHN, COUNTY CLERK
by [Signature] Deputy