

55541

15622-L
INDENTURE OF MORTGAGE

Vol. 1885 Page 18770

THIS INDENTURE OF MORTGAGE, made as of the 1st day of November, 1985, between JELD-WEN, inc., an Oregon corporation ("Mortgagor") and FIRST INTERSTATE BANK OF OREGON, N.A., in its capacity as trustee under the Indenture of Trust described herein (hereinafter called the "Mortgagee" or the "Trustee") whose address is 1300 S.W. Fifth Avenue, Portland, Oregon 97201.

W I T N E S S E T H :

WHEREAS, the State of Oregon, by and through its Economic Development Commission (the "Issuer"), has issued the \$1,000,000 principal amount State of Oregon Economic Development Revenue Bond, Series CXII (Jeld-Wen, inc. Project) (the "Bond" or "Bonds") pursuant to a certain Indenture of Trust dated as of November 1, 1985 (the "Indenture") between the Issuer and the Trustee; and

WHEREAS, the Issuer has loaned the proceeds of the Bond to Jeld-Wen, inc. (the "Company") (the "Loan") pursuant to a certain Loan Agreement dated as of November 1, 1985 (the "Agreement") between the Issuer and the Company to enable the Company to finance part of the costs of acquiring, constructing and installing the Project (as defined in the Indenture) to be located on the real property described in the Indenture; and

WHEREAS, to further secure the payment of the Bond and the amounts owing under the Bond Documents the Mortgagor herein agrees to mortgage the real property described in this Indenture of Mortgage; and

WHEREAS, the repayment of all amounts owing under the Bond and the Loan are secured by the Bond Documents as defined in the Indenture;

NOW, THEREFORE, the Mortgagor and the Trustee (in its capacity as trustee under the Indenture and for the equal and ratable benefit of the Bondholder) do hereby agree as follows:

For value received by the Mortgagor from the Issuer, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the Mortgagee, (for the equal and ratable benefit of the Bondholders), a lien and security interest, subject only to the permitted encumbrances approved by Bank, in all of the respective right, title and interest of the Mortgagor to the property described in Exhibit B hereto: together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining thereto; also all such apparatus, equipment and fixtures now or

10 1 PM 61 NOV 58

hereafter situate on said premises, as are ever furnished for landlords in letting unfurnished buildings similar to the one situated on the real property hereinabove described, including, but not exclusively, all fixtures and personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors, and shelving, counters, and other store, office and trade fixtures; also the rents, issues and profits arising from or in connection with the said real and personal property or any part thereof.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever, for the equal and ratable benefit of the Bondholders.

And the Mortgagor does hereby covenant to and with the Mortgagee, that Mortgagor is lawfully seized in fee simple of the said real property, that Mortgagor is the owner of the said personal property, and that the Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure performance of the covenants and agreements herein contained, and as security for the full and prompt payment when due of all amounts owing under the Bond and the Bond Documents, the Bond (and the Loan corresponding thereto) being in the principal amount of \$1,000,000, dated November 20, 1985, and payable not later than December 31, 1997.

The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

1. That it will pay, when due, the indebtedness hereby secured, with interest, as prescribed by the Bond Documents, and all taxes, liens and utility charges upon said premises or for services furnished thereto as specified in Section 5.3 of the Agreement.

2. That it will not commit or permit strip or waste of the said premises or any part thereof; that it will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that it will promptly comply with any and all municipal and governmental rules and regulations with reference thereto; that if any of the said property be damaged or destroyed by any cause, it will immediately reconstruct or repair the same so that, when completed, said property shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct

18772

shall not arise unless the Mortgagee shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.

3. That it will, at its own cost and expense, insure the building or buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof, to the extent required by Section 5.4 of the Agreement.

4. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagee may, at its option, but without any obligation on its part to so do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, provided that any expenses so incurred and any sums so paid shall bear interest at the rate per annum specified in Section 5.5 of the Agreement and shall be secured hereby.

5. That it will not, without the prior written consent of Mortgagee, transfer its interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Mortgagee shall not unreasonably withhold its consent to such a transfer. Upon any application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Any such transfer shall be subject to Section 8.1 of the Agreement.

6. That, if any default be made (i) in the payment of the principal or interest of the indebtedness hereby secured, (ii) in the performance of any of the other covenants or agreements of this Indenture of Mortgage and the Mortgagor has failed to cure such default after thirty (30) days' written notice from Mortgagee or First Interstate Bank of Oregon, N.A., as Bondholder (the "Bank") to the Mortgagor or (iii) in payment or performance of any covenants of any Bond Document described herein and such default continues beyond the applicable cure period therefor, the Mortgagee may, declare the entire sum secured by this Indenture of Mortgage due and payable and foreclose this Indenture of Mortgage. Any notice, certificate or other communication to be given hereunder shall be given in the same manner as prescribed in Section 12.1 of the Agreement.

7. That, in the event of the institution of any suit or action to foreclose this Indenture of Mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may adjudge reasonable as attorneys' fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or title searches or examination fees

18773

in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for this indebtedness hereby secured and appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of its covenants or agreements herein contained, it may remain in possession of the mortgaged property and retain all rents actually paid to and received by it prior to such default.

8. The word "Mortgagor," and the language of this instrument shall, where there is more than one mortgagor, if any, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagee" shall apply to any holder of this Indenture of Mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon its heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, once or often, extend the time of payment or grant renewals of indebtedness hereby secured for any term, execute releases or partial releases from the lien of this Mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this Indenture of Mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee.

The obligations secured by this Indenture of Mortgage may sometimes collectively be referred to as "Indebtedness." In the event of any conflict between the terms of this Indenture of Mortgage and the terms of the Agreement, the terms of the Agreement shall control. Capitalized terms which are not defined herein and are defined in the Indenture or Agreement shall have the same meaning as are given in the Indenture or Agreement.

IN WITNESS WHEREOF, said Mortgagor has executed this Indenture of Mortgage the day and year first above written.

JELD-WEN, inc.

By:

Title:

R. Culbert
Secretary

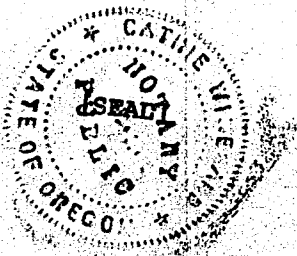
STATE OF OREGON

County of Klamath

)
) ss:
)

18774

The foregoing instrument was acknowledged before me
this 16th day of November, 1985 by R.C. Wendt on behalf
of Jeld-Wen, inc., an Oregon corporation.



Cathie Wenigard
Notary Public for Oregon
My Commission expires: 10-21-88

LEGAL DESCRIPTION

18775

PARCEL 1

A tract of land situated in Lots 3, 4, 5, 6, 7, 8, 10 and 11, Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin located North 7°15' West a distance of 1433.3 feet from the iron pipe marking the center quarter corner of said Section 19; thence South 10°20' East parallel with Lakeport Boulevard a distance of 1396.45 feet to an iron pin on the Northerly right of way line of the Shippington "E" line spur tract, said iron pin being 12.5 feet distance at right angles from the center line of said spur track; thence Westerly parallel with and 12.5 feet distant at right angles from said spur track to a point of intersection with the Northerly right of way of the old Earl Fruit Company spur track, said point being 30 feet distant at right angles from the center line of the old Earl Fruit Company spur track; thence Northwesterly parallel with and 30 feet North-easterly at right angles from the center line of the old Earl Fruit Company spur track on 12°30' curve to the right to a point which is located South 796.8 feet from the Northeast corner of the old Earl Fruit Company tract; thence North a distance of 796.8 feet to the Northeast corner of the old Earl Fruit Company tract; thence South 89°23' West a distance of 1170 feet, more or less, to the intersection of the Westerly line of said Lot 8; thence North 10°20' West (North 10°30' West by Deed record) along the Westerly line of said Lot 8 to the line between said Lots 7 and 8; thence North 89°47½" East along said lot line to a point that bears South 86°34' West from the point of beginning; thence North 86°34' East to the point of beginning.

PARCEL 2

A tract of land situated in Lots 5, 6, and 7, Section 19, and Lots 1, 5, and 6, Section 18, all in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which is North 7°15' West a distance of 1433.3 feet from the iron pin marking the center quarter corner of said Section 19, said iron pin being South 10°20' East a distance of 1070.88 feet and South 79°40' West a distance of 1055.96 feet from the gas pipe monument on the Northwest corner of Pelican City Subdivision; thence North 79°40' East at right angles to Lakeport Blvd. a distance of 1055.96 feet to an iron pin on the Westerly right of way line of Lakeport Blvd.; thence Northerly along the

(continued)

Westerly right of way line of Lakeport Blvd. to an iron pin that is North 89°54' West a distance of 78.32 feet and North 23°49' West a distance of 128.77 feet from the gas monument on the Northwest corner of Pelican City Subdivision, said gas pipe monument being North 89°54' West a distance of 1995.5 feet from the Southeast corner of said Section 18; thence South 79°40' West a distance of 182.53 feet to an iron pin on the Westerly line of old Pelican Bay Lumber Co. spur track; thence Southerly and Westerly along the Westerly and Northerly line of said spur track to an iron pin which is South 79°40' West a distance of 579.34 feet from the gas pipe monument on the Northwest corner of Pelican City Subdivision; thence North 10°20' West a distance of 253.0 feet to an iron pin; thence South 79°40' West a distance of 860.36 feet; thence North 10°20' West a distance of 192.3 feet; thence South 79°40' West to the Westerly boundary of Lot 7 said Section 19; thence South 10°20' East (South 10°30' East by Deed record) along the Westerly boundary of Lot 7, said Section 19 to the line between Lots 7 and 8, said Section 19; thence North 89°47½' East along said Lot line to a point that bears South 86°34' West from the point of beginning; thence North 86°34' East to the point of beginning.

PARCEL 3

A tract of land situated in Lots 4 and 5, Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin on the Westerly right of way line of Lakeport Boulevard, said point being South 10°20' East a distance of 1070.88 feet from the gas pipe monument on the Northwest corner of "Pelican City" subdivision said gas pipe monument being North 89°54' West a distance of 1995.5 feet from the Northeast corner of said Section 19; thence South 79°40' West at right angles to Lakeport Boulevard a distance of 1055.96 feet to an iron pin, said point being North 7°15' West a distance of 1433.3 feet from the iron pipe marking the center ½ corner of said Section 19; thence South 10°20' East parallel with Lakeport Boulevard a distance of 1396.45 feet to an iron pin on the Northerly right of way line of the Shippington "E" spur tracks; thence Easterly along said spur track to its intersection with the Westerly right of way line of Lakeport Boulevard; thence North 10°20' West along said right of way to the point of beginning.

PARCEL 4

A portion of the SE¼NE¼, the NE¼SE¼ and of Lot 4, all in Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point which is South 10°20' East a distance of 60 feet from the Southwest corner of Block 4, "Pelican City", Klamath County, Oregon, and running thence North 79°40' East 309 feet to

(continued)

PARCEL 4 (continued)

to the Westerly line of the right of way of the California Northeastern Railway; thence Southeasterly along said right of way and 50 feet distant at right angles from the centerline thereof, the following courses and distances: South 21°17' East 100 feet; South 24°10' East 100 feet; South 27°06' East 100 feet; South 30°08' East 100 feet; South 32°52' East 100 feet; South 35°30' East 100 feet; South 38°55' East 100 feet; South 41°34' East 100 feet; South 44°31' East 100 feet; South 47°11' East 100 feet, South 50°43' East 100 feet; South 48°00' East 44 feet to a point which is distant 25 feet Northerly at right angles from the centerline of the Shippington "E" spur; thence Westerly parallel to and 25 feet distant Northerly at right angles from the centerline of said Shippington "E" spur, with the following courses and distances, North 68°27' West 721.5 feet; North 70°06' West 100 feet, North 72°54' West 100 feet; thence North 76°42' West a distance of 30 feet, more or less to a point on the centerline of Lakeport Boulevard; thence North 10°20' West along the centerline of said Lakeport Boulevard to a point which is on the said centerline and is South 79°40' West a distance of 30 feet from the place of beginning; thence North 79°40' East 30 feet to the place of beginning, less right of way for Lakeport Boulevard.

PARCEL 5

Beginning at an iron pin on the Westerly right of way line of Lakeport Boulevard as it is presently located, said point being North 89°54' West a distance of 78.32 feet and North 23°49' West a distance of 128.77 feet from the gas pipe monument on the Northwest corner of "Pelican City" Subdivision, said gas pipe monument being North 89°54' West a distance of 1995.5 feet from the Southeast corner of Section 18; thence South 79°40' West a distance of 182.53 feet to an iron pin on the Westerly line of the old Pelican Bay Lumber Company spur tract; thence Southerly and Westerly along the Westerly and Northerly line of said spur tract to an iron pin which is South 79°40' West a distance of 579.34 feet from the gas pipe monument on the Northwest corner of "Pelican City" Subdivision; thence North 10°20' West a distance of 253.0 feet to an iron pin; thence South 79°40' West a distance of 860.36 feet; thence North 10°20' West a distance of 192.3 feet; thence South 79°40' West to the Westerly boundary of Lot 7, Section 19; thence North 10°20' West along said Lot line and the Westerly line of Lot 5, said Section 18, a distance of 100.0 feet; thence North 79°40' East to an iron pin on the point of intersection with the Southwesterly right of way line of the railroad spur tract known as "Hanks Spur"; thence Southeasterly parallel to and 50 feet distant at right angles from the center line of said spur tract to its intersection with the Westerly right of way line of Lakeport Boulevard as it is presently located; thence Southerly along said right of way line to the point of beginning.

(continued)

EXCEPTING THEREFROM the following described tract of land: A tract of land situated in Lot 1, Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at an iron pin located North 89°54' West a distance of 78.32 feet; North 23°48' West a distance of 128.77 feet and North 73°10' West a distance of 151.55 feet from the gas pipe monument on the Northwest corner of "Pelican City" Subdivision, said gas pipe monument being North 89°54' West a distance of 1995.5 feet from the Southeast corner of said Section 18; thence North 86°13'30" West along the Northerly line of a 20 foot roadway a distance of 57.90 feet to an iron pin; thence Northwesterly along the Northeasterly line of said roadway on a curve to the left a distance of 114 feet, more or less, to an iron pin (the long chord of said curve bears North 70°36'30" West a distance of 111.77 feet); thence North 9°48'30" West along the Easterly line of a roadway a distance of 208.40 feet to an iron pin; thence leaving said roadway at a right angles thereto North 80°11'30" East a distance of 52.00 feet to an iron pin; thence North 9°48'30" West a distance of 5.00 feet to an iron pin; thence North 80°11'30" East a distance of 111.60 feet; thence following the arc of a curved fence line to the right the following courses and distances: South 40°09' East 37.35 feet; South 21°33' East 64.7 feet; South 7°03' East 65.78 feet; South 3°58' West, 72.4 feet; and South 13°39' West 54.45 feet, more or less to the point of beginning.

PARCEL 6

Beginning at an iron pin located on the intersection of the Northwesterly right of way line of the railroad spur known as "Hanks Spur" and the South line of Section 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said point being South 89°54' East a distance of 215.85 feet from the gas pipe monument marking the Northwest corner of "Pelican City" Subdivision, said gas pipe monument being North 89°54' West a distance of 1995.5 feet from the Southeast corner of said Section 18; thence Northwesterly parallel with and 50 feet distant at right angles from the centerline of said railroad spur a distance of 1130 feet, more or less, to an iron pin, said pin being North 34°23' West a distance of 982.8 feet from the gas pipe monument on the Northwest corner of "Pelican City"; thence North 40°37' East a distance of 149.8 feet to an iron pin located on the Southwesterly right of way of the Southern Pacific Railroad thence Southeasterly parallel with and 50 feet distant at right angles from the centerline of said railroad to an iron pin at the intersection with the South line of said Section 18; thence North 89°54' West a distance of 56.35 feet (58.3 feet by Deed record) more or less, to the point of beginning.

(continued)

18779

EXCEPTING from the above described parcels the following:

The following described real property situate in Klamath County, Oregon:

A tract of land situate in Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly and Easterly of the Shippington Canal, more particularly described as follows:

Beginning at a point on the northerly right of way line of Harbor Isles Blvd., from which the center $\frac{1}{2}$ corner of said Section 19 bears $87^{\circ}03'39''$ West 30.66 feet; thence North $11^{\circ}13'15''$ West 535.52 feet; thence North $09^{\circ}32'22''$ East 1206.27 feet; thence North $41^{\circ}30'52''$ West 146.90 feet; thence North $10^{\circ}33'00''$ West 300 feet; thence North $44^{\circ}53'31''$ West 79.37 feet; thence along the arc of a curve to the left (Radius = 200 feet, central angle = $23^{\circ}12'06''$) 80.99 feet; thence North $68^{\circ}05'37''$ West 126.71 feet to a point A of this description; thence South $82^{\circ}00'00''$ West 200 feet, more or less, to the southerly edge of the mean high water in an existing canal; thence westerly and southerly along the mean high water in said canal and along the mean high water of Upper Klamath Lake to a point that bears South $46^{\circ}09'53''$ West 1510.10 feet from said point A; thence South $88^{\circ}27'17''$ East 279.89 feet; thence along the easterly bank of the said Shippington Canal: along the arc of a curve to the right (radius = 595.00 feet, central angle = $87^{\circ}24'40''$) 907.74 feet; South $01^{\circ}05'56''$ East 224.07 feet; along the arc of a curve to the left (radius = 475.00 feet, central angle = $46^{\circ}35'39''$) 386.28 feet and South $47^{\circ}41'35''$ East 91.34 feet; thence South $79^{\circ}04'52''$ East 258.68 feet; thence South $23^{\circ}48'08''$ East 31.27 feet to the northerly right of way line of said Harbor Isles Blvd.; thence along said right of way line: along the arc of a curve to the left (radius point bears North $11^{\circ}14'26''$ East 225.00 feet, central angle = $23^{\circ}26'26''$) 92.05 feet, North $77^{\circ}48'00''$ East 350.00 feet to the point of beginning, containing 55 acres, more or less, with bearings based on Survey No. 2959 as recorded with the Klamath County Surveyor.

STATE OF OREGON: COUNTY OF KLAMATH: - ss.

Filed for record at request of _____ the 19th day
of November A.D., 19 85 at 1:07 o'clock P. M., and duly recorded in Vol. M85
of _____ Mortgages on Page 18770
By Evelyn Biehn, County Clerk
FEE \$41.00

After recording
return to:
MRC