

52075

THIS MORTGAGE, Made this 25th day of November, 1985,
by ALPINE VENEERS, INC., an Alpine International Company,
to UNITED PACIFIC INSURANCE COMPANY,

, hereinafter called the mortgagor,
, a corporation, hereinafter called the mortgagee,
WITNESSETH, That the mortgagor, ~~to secure all obligations under that~~
certain Agreement of Indemnity dated ~~1985~~, hereby does
grant, bargain, sell and convey unto said mortgagee, its successors and assigns, that certain real property situ-
ated in Klamath & Lane Counties, State of Oregon, bounded and described as follows, to-wit:

Those certain real properties described in Exhibits A, B and
C attached hereto and considered a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or
in anywise appertaining, and which hereafter may belong or appertain thereto, 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 placed
thereon at any time during the term of this mortgage;

TO HAVE AND TO HOLD the same with the appurtenances unto the said mortgagee, its successors
and assigns forever.

This mortgage is intended to secure ~~the proceeds of the loan made by the mortgagee to the mortgagor~~
~~under the certain Agreement of Indemnity dated September 8, 1980 and September 19, 1983.~~
all obligations under that certain Agreement of Indemnity
dated September 8, 1980 and September 19, 1983.

The date of maturity of the debt secured by this mortgage ~~is the date of the loan made by the mortgagee to the mortgagor~~
~~on demand.~~ on demand.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
(a) for the purchase of real property;
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than
agricultural purposes.
And said mortgagor covenants to and with the mortgagee, its successors and assigns, that he is lawfully seized in fee simple
of said premises and has a valid, unencumbered title thereto, except all prior recorded encumbrances,
restrictions and conditions.

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that he will warrant and forever defend the same against all persons, ~~that it will pay all amounts/obligations when~~ **346**
that it will pay all amounts/obligations when **due under said Indemnity Agreement;**
nature which may be levied or assessed against said property, on this mortgage ~~that he will pay all taxes, assessments and other charges of every~~
and before the same may become delinquent, that he will promptly pay and satisfy any and all liens or encumbrances that are or
on, or which may be hereafter erected on the premises, insured in favor of the mortgagee against loss or damage by fire, with ex-
tended coverage, in the sum of not less than \$ ~~in a company or companies acceptable to the mortgagee.~~
and will have all policies of insurance on said property made payable to the mortgagee as its interest may appear and will deliver
all policies of insurance on said premises to the mortgagee as soon as written, that he will keep the buildings and improvements. At
on said premises in good repair and will not commit or suffer any waste of said premises or of said buildings and improvements. 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 if said mortgagor shall keep and perform the covenants herein contained and **in said Indemnity Agreement**
said covenants shall be void but otherwise shall remain in full force as a mortgage to secure the performance of all
said covenants. And if the mortgagor shall fail to pay any tax, charge, lien, encumbrance or insurance premium as above provided,
the mortgagee at its option may do so and any payment so made shall be added to and become a part of the debt secured by this
mortgage and shall bear interest ~~thereon~~ without waiver however of any right arising to the mortgagee at any time
hereof of covenant and this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee for
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 costs and disbursements allowed by law and such sum as the 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 en-
tered therein mortgagor further promises to pay such sums as the appellate court shall adjudge reasonable as plaintiff's attorney's
fees on such appeal together with the reasonable costs incurred by the mortgagee for title reports and search, all such sums to be se-
cured by the lien of this mortgage and included in the decree of foreclosure.
Each and all of the covenants and agreements herein contained shall inure to the benefit of and bind the heirs, executors,
administrators and assigns of said mortgagor and the successors and assigns of the mortgagee respectively.
In case suit or action is commenced to foreclose this mortgage, the court, upon motion of the mortgagee, may 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 may be more than one person, that the mortgagee may be
more than one corporation and that more than one note may be secured hereby; therefore, the parties hereto agree that if the
context and the circumstances so require, the singular shall be taken to mean and include the plural and that the masculine pro-
noun shall mean and include the feminine as well as husband and wife.

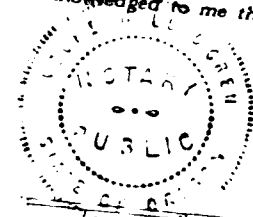
IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above
written
ALPINE VENEERS, INC., an Alpine
International Company

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-H Form No. 1303 of No. 1306, or equivalent.

Evan T. Davies
President
By: *Douglas R. Grim*
Secretary

STATE OF OREGON,
County of Multnomah } ss.

On this 25th day of November, 1985, before me, a notary public in and for said county and state, personally appeared the within named **Evan T. Davies and Douglas R. Grim** known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they 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.
Evan T. Davies
Notary Public for Oregon.
My Commission expires 10/17/86

MORTGAGE
to a Corporation
(FORM No. 744)
STEVEN'S NEED L&B PUB CO. PORTLAND, ORE

Alpine Veneers, Inc.
TO
United Pacific Insurance Co.

AFTER RECORDING RETURN TO
Betsy Helge
United Pacific Insurance Co.
35405 8th Avenue South
C-3300
Federal Way, Washington 98003

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON
County of *ss.*
I certify that the within instru-
ment was received for record on the
day of *19*, 1985,
at *o'clock* M., and recorded
in book *on* page *or as*
file/reel number *Record of Mortgages of said County*
Witness my hand and seal of
County affixed.
By *Recording Officer*
Deputy

SCHEDULE A

Amount \$50,000.00

Premium \$ 220.00

Policy No. 38-9357

Effective Date July 17, 1975 at 3:45 P. M.

INSURED

ALPINE VENEERS, INC.

The fee simple title to said land is, at the date hereof, vested in

ALPINE VENEERS, INC., an estate in fee simple.

The land referred to in this policy is described as:

The following described real property in Klamath County, Oregon:

A tract of land situated in Section 15, Township 36 South, Range 7 East of the Willamette Meridian, more particularly described as follows: Beginning at a 1 inch iron pipe on the Westerly boundary of Modoc Point, a platted subdivision in Klamath County, Oregon, which is South 85° 30' West 30 feet and North 71° 51' West (North 71° 45' West by plat) 120.02 feet from the Northwestern corner of Lot 26 in said Modoc Point; thence West 93.32 feet to a 5/8 inch iron pin marking the true point of beginning of this description; thence North 01° 06' 15" East 870.04 feet to a 5/8 inch iron pin in the centerline of State Secondary Highway No. 427 as constructed; thence North 55° 33' 15" West along said Highway centerline 630.61 feet to a 5/8 inch iron pin; thence South 14° 55' 45" West 528.77 feet to a 5/8 inch iron pin; thence South 05° 13' 15" West 553.13 feet to a 5/8 inch iron pin; thence continuing South 05° 13' 15" West to the Northerly shore line of Upper Klamath Lake; thence Southeasterly

continued ...

EXHIBIT A

Klamath County, Oregon

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description continued ...

along said shore line to a point East of the true point of beginning; thence East to a 5/8 inch iron pin being located West 244.79 feet from the true point of beginning; thence East 244.79 feet to the true point of beginning of this description.

The above described tract of land being subject to the following described easement:

Beginning at a point on the Easterly line of above described tract of land, said point being North 01° 06' 15" East a distance of 669.04 feet from the true point of beginning, said point being the apparent centerline of an existing railroad spur grade 21 feet in width; thence North 65° 32' 27" West along said centerline to the Westerly line of said described tract of land.

EXCEPTING FROM the above described land any portion lying within the limits of the State Secondary Highway.

PARCEL 1

Lane Co. Oregon

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Beginning at a point North 25° 50' East 156.0 feet from a point on the East line of County Road which point is at the intersection of the South line of Lot 7 of County Survey No. 841, extended; and the Westerly line of the Milton S. Riggs and wife Donation Land Claim No. 57, Township 18 South, Range 3 West of the Willamette Meridian; thence along the East line of above said County Road North 25° 50' East 743.0 feet to the West line of S.P.R.R. right of way; thence along the West line of above said railroad right of way South 3° 15' East 843.33 feet; thence North 65° West 409.91 feet to point of beginning, in Lane County, Oregon.

PARCEL 2

Beginning at a point on the East line of County Road, which point is at the intersection of the South line of Lot 7 of County Survey No. 841, extended, and the Westerly line of the Milton S. Riggs and wife Donation Land Claim No. 57 in Township 18 South, Range 3 West of the Willamette Meridian; thence along the East line of above said County Road, North 25° 50' East 156.0 feet; thence South 65° East 409.91 feet to the West line of above said railroad right of way; thence along the West line of above said railroad right of way South 3° 15' East 177.07 feet; thence North 65° West 496.0 feet to the point of beginning, all in Lane County, Oregon.

PARCEL 3

Beginning at a point which is 1866.48 feet North 65° West 1414.54 feet North 3° 30' West and 257.88 feet North 65° West from the re-entrant angle of the Milton S. Riggs and wife Donation Land Claim No. 57 in Township 18 South, Range 3 West of the Willamette Meridian; running thence South 12° 55' West 62.38 feet; thence North 65° West 264.27 feet; thence North 25° 50' East 61.0 feet; thence South 65° East 250.32 feet to the point of beginning, in Lane County, Oregon.

PARCEL 4

Beginning at a point in the center of County Road, North 25° 30' East 915 feet from a point in center of road intersection which point is North 89° 49' East 3535.8 feet from the Northwest corner of S. Brown Donation Land Claim No. 58, Township 18 South, Range 3 West of the Willamette Meridian; thence along center line of road North 25° 30' East 125 feet; thence North 64° 30' West 348.48 feet; thence South 25° 30' West 125 feet; thence South 64° 30' East 348.48 feet to the point of beginning, all in Lane County, Oregon.

Lane County, Oregon

Beginning at a point 15.69 chains North $3\frac{1}{2}^{\circ}$ West of a point on the West line of the right of way of the O. & C. Railroad Company 28.28 chains North 65° West from the re-entrant corner in the Southern boundary of the Milton Riggs Donation Land Claim No. 57, Notification No. 3289, in Township 18 South, Range 3 West of the Willamette Meridian and run thence; North $3\frac{1}{2}^{\circ}$ West 379.0 feet to the South boundary of County Survey No. 841, thence North 65° West 7.7 chains; thence South $25^{\circ} 50'$ West 363.0 feet; thence South 65° East 692.0 feet more or less to the point of beginning, in Lane County, Oregon.

ALSO: Beginning at a point 10.94 chains North $3\frac{1}{2}^{\circ}$ West of a point on the West line of the right of way of the O. & C. Railroad Company 28.28 chains North 65° West from the re-entrant corner on the Southern boundary of the Milton Riggs Donation Land Claim No. 57, 18 South, Range 3 West of the Willamette Meridian, run thence North $3\frac{1}{2}^{\circ}$ West 4.75 chains along the West line of said right of way to the most Southerly corner of that certain tract of land described in Volume 160, Page 367, Lane County Oregon Deed Records, thence North 65° West 692.0 feet tracing the Southwesterly line of said Volume 160, Page 367, to the West line of the said Milton Riggs Donation Land Claim, thence Southerly tracing the line of said Donation Land Claim to the most Northerly corner of that certain tract of land described in Volume 160, Page 346, Lane County Oregon Deed Records; thence South 65° East tracing the Northerly line of the land described in Volume 160, Page 346, to the point of beginning and being a part of the M. Riggs Donation Land Claim No. 57, 18 South, Range 3 West, of the Willamette Meridian.

ALSO: Beginning at a point which is 1866.48 feet North 65° West 722.04 feet, North $3^{\circ} 30'$ West and 457.88 feet North 65° West from the re-entrant angle of the Milton S. Riggs Donation Land Claim No. 57, 18 South, Range 3 West, of the Willamette Meridian, and running thence; South $12^{\circ} 55'$ West 102.27 feet thence; North 65° West 412.50 feet thence; North $25^{\circ} 50'$ East 100.00 feet thence; South 65° East 389.63 feet to the Point of Beginning.

EXCEPT therefrom the following: Beginning at a point on the Westerly right of way line of the Southern Pacific Railroad 722.04 feet North $03^{\circ} 30'$ West from a point on the Southerly line of the Milton Riggs Donation Land Claim No. 57, Township 18 South, Range 3 West of the Willamette Meridian, said last mentioned point being North $65^{\circ} 00'$ West 1866.48 feet from the re-entrant angle of said claim, from said beginning point run North $65^{\circ} 00'$ West 457.88 feet; thence North $12^{\circ} 55'$ East 622.80 feet; thence South $65^{\circ} 00'$ East 257.88 feet to the Westerly right of way line; thence South $03^{\circ} 30'$ East along said right of way line 692.5 feet to the place of beginning, being a part of said Riggs land claim, in Lane County, Oregon.

ALSO EXCEPT: Beginning at a point which is 1,866.48 feet North 65° West, 1,414.54 feet North $3^{\circ} 30'$ West and 257.88 feet North 65° West from the re-entrant angle of the Milton S. Riggs and wife Donation Land Claim No. 57, in Township 18 South, Range 3 West of the Willamette Meridian; running thence South $12^{\circ} 55'$ West 62.38 feet; thence North 65° West 264.27 feet; thence North $25^{\circ} 50'$ East 61.0 feet; thence South 65° East 250.32 feet to the point of beginning, in Lane County, Oregon.

EXHIBIT C

DESCRIPTION FOR OUR FILE NO. 7312

STATE OF OREGON COUNTY OF KLAMATH ss.

Filed for record at request of _____
of January _____ A.D. 19 86 at 9:51 o'clock _____ A.M., and duly recorded in Vol. 486
of _____ Mortgages _____ on Page 945

FEE \$25.00

Evelyn Biehn, County Clerk
By _____