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THIS INDENTURE, MADE THIS 19 DAY OF SEPTEMBER

Vol. 1886 Page 17897

KENNETH H. & LINDA KINSMAN AND DAN & CYNTHIA KINSMAN  
AS MORTGAGOR, AND, AMWEST SURETY INSURANCE COMPANY  
AS MORTGAGEE,

PH 12 36  
OCT 1 1986

WITNESSETH, THAT THE SAID MORTGAGOR FOR AND IN CONSIDERATION OF THE EXECUTION OF VARIOUS BONDS ON BEHALF OF  
KINSMAN CONSTRUCTION, DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO THE SAID MORTGAGEE, SUCCESSORS AND  
ASSIGNS THOSE CERTAIN PREMISES SITUATED IN THE COUNTY OF KLAMATH, AND STATE OF OREGON,  
AND DESCRIBED AS FOLLOWS:

SEE LEGAL DESCRIPTION ATTACHED

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANY-  
WISE 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 SUCCESSORS AND  
ASSIGNS FOREVER.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE PAYMENT OF ALL SUMS WHICH MAY BECOME DUE UNDER THE GEN-  
ERAL INDEMNITY AGREEMENT DATED June 20, 1986, THE TERMS OF WHICH ARE INCORPO-  
RATED HEREIN.

THE MORTGAGOR WARRANTS THAT THE MORTGAGE IS FOR AN ORGANIZATION OR (EVEN IF MORTGAGOR IS A NATURAL PERSON)  
ARE FOR BUSINESS OR COMMERCIAL PURPOSES OTHER THAN AGRICULTURAL PURPOSES.

THIS INDENTURE IS FURTHER CONDITIONED UPON THE FAITHFUL OBSERVANCE BY THE MORTGAGOR OF THE FOLLOWING  
COVENANTS HEREBY EXPRESSLY ENTERED INTO BY THE MORTGAGOR, TO-WIT:

THAT MORTGAGOR IS LAWFULLY SEIZED OF SAID PREMISES, AND NOW HAS A VALID AND UNINCUMBERED FEE SIMPLE TITLE  
THEREIN.

AND THAT HE WILL WARRANT AND DEFEND THE SAME AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS WHOMEVER;  
THAT HE WILL PAY ALL SUMS DUE UNDER THE GENERAL INDEMNITY AGREEMENT AND ALL INSTALLMENTS OF INTEREST  
THEREON PROMPTLY AS THE SAME BECOME DUE, ACCORDING TO THE TENOR OF SAID AGREEMENT;

THAT SO LONG AS THIS MORTGAGE SHALL REMAIN IN FORCE HE WILL PAY ALL TAXES, ASSESSMENTS, AND OTHER CHARGES  
OF EVERY NATURE WHICH MAY BE LEVIED OR ASSESSED UPON OR AGAINST THE SAID PREMISES WHEN DUE AND PAYABLE,  
ACCORDING TO LAW, AND BEFORE THE SAME BECOME DELINQUENT, AND WILL ALSO PAY ALL TAXES WHICH MAY BE LEVIED OR  
ASSESSED ON THIS MORTGAGE OR THE DEBT THEREBY SECURED, AND WILL PROMPTLY PAY AND SATISFY ANY MECHANICS'  
LIENS OR OTHER INCUMBRANCES THAT MIGHT BY OPERATION OF LAW OR OTHERWISE BECOME A LIEN UPON THE MORTGAGED  
PREMISES SUPERIOR TO THE LIEN OF THIS MORTGAGE;

THAT HE WILL KEEP ALL THE IMPROVEMENTS ERECTED ON SAID PREMISES IN GOOD ORDER AND REPAIR AND WILL NOT COMMIT  
OR SUFFER ANY WASTE OF THE PREMISES HEREBY MORTGAGED. 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 COSTS OF ALL LIEN SEARCHES MADE BY FILING OFFICERS OR SEARCHING AGENCIES AS MAY BE DEEMED  
DESIRABLE BY THE MORTGAGEE.

THAT SO LONG AS THIS MORTGAGE SHALL REMAIN IN FORCE HE WILL KEEP THE BUILDINGS NOW ERECTED, OR ANY WHICH MAY  
HEREAFTER BE ERECTED ON SAID PREMISES INSURED AGAINST LOSS OR DAMAGE BY FIRE, WITH EXTENDED COVERAGE, TO THE  
EXTENT OF THE MARKET VALUE IN SOME COMPANY OR COMPANIES ACCEPTABLE TO SAID MORTGAGEE AND FOR THE BENEFIT OF  
BOTH PARTIES HERETO AS THEIR INTERESTS MAY APPEAR, AND WILL DELIVER ALL THE POLICIES AND RENEWALS THEREOF TO  
SAID MORTGAGEE.

NOW, THEREFORE, IF THE SAID MORTGAGOR SHALL PAY ALL SUMS WHICH MAY BECOME DUE UNDER THE GENERAL INDEMNITY  
AGREEMENT AND SHALL FULLY SATISFY AND COMPLY WITH THE COVENANTS HEREINBEFORE SET FORTH, THEN THIS CONVEYANCE  
SHALL BE VOID, BUT OTHERWISE TO REMAIN IN FULL FORCE AND VIRTUE AS A MORTGAGE TO SECURE THE PAYMENT OF ALL  
SUMS DUE IN ACCORDANCE WITH THE TERMS OF THE GENERAL INDEMNITY AGREEMENT AND THE PERFORMANCE OF THE COVENANTS  
AND AGREEMENTS HEREIN CONTAINED; IT BEING AGREED THAT ANY FAILURE TO PERFORM ANY OF THE TERMS OF THE GENERAL  
INDEMNITY AGREEMENT OR THIS MORTGAGE WHEN THE SAME SHALL BECOME DUE OR PAYABLE, OR TO PERFORM ANY AGREEMENT  
HEREIN CONTAINED, SHALL GIVE TO THE MORTGAGEE THE OPTION TO DECLARE THE WHOLE AMOUNT DUE ON SAID AGREEMENT, OR  
UNPAID THEREON OR ON THIS MORTGAGE, AT ONCE DUE AND PAYABLE AND THIS MORTGAGE BY REASON THEREOF MAY BE FORE-  
CLOSED AT ANY TIME THEREAFTER. AND IF SAID MORTGAGOR SHALL FAIL TO PAY ANY TAXES OR OTHER CHARGES OR ANY LIEN  
OR INSURANCE PREMIUM AS HEREIN PROVIDED TO BE DONE, THE MORTGAGEE SHALL HAVE THE OPTION TO PAY THE SAME AND  
ANY PAYMENT SO MADE SHALL BE ADDED TO AND BECOME A PART OF THE DEBT SECURED BY THIS MORTGAGE, AND DRAW INTER-

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EST. AT RATE OF TEN PERCENT PER ANNUM, WITHOUT WAIVER, HOWEVER, OF ANY RIGHT ARISING FROM BREACH OF ANY OF THE COVENANTS HEREIN.

IN CASE A COMPLAINT IS FILED IN A SUIT BROUGHT TO FORECLOSE THIS MORTGAGE, THE COURT SHALL, UPON MOTION OF THE HOLDER OF THE MORTGAGE, WITHOUT RESPECT TO THE CONDITION OF THE PROPERTY HEREIN DESCRIBED, APPOINT A RECEIVER TO COLLECT THE RENTS AND PROFITS ARISING OUT OF SAID PREMISES, AND APPLY SUCH RENTS AND PROFITS TO THE PAYMENT AND SATISFACTION OF THE AMOUNT DUE UNDER THIS MORTGAGE, FIRST DEDUCTING ALL PROPER CHARGES AND EXPENSES OF THE RECEIVERSHIP.

IN THE EVENT OF ANY SUIT OR ACTION BEING INSTITUTED TO FORECLOSE THIS MORTGAGE, THE LOSING PARTY AGREES TO PAY SUCH SUM AS THE TRIAL COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES TO BE ALLOWED THE PREVAILING PARTY IN SUCH SUIT OR ACTION AND IN THE EVENT OF ANY APPEAL, THE LOSING PARTY AGREES TO PAY SUCH SUM AS THE APPELLATE COURT SHALL ADJUDGE REASONABLE AS THE PREVAILING PARTY'S ATTORNEY'S FEES ON SUCH APPEAL; IN ANY EVENT THE MORTGAGOR AGREES TO PAY ALL REASONABLE COSTS INCURRED BY THE MORTGAGEE FOR TITLE REPORTS AND TITLE SEARCH, ALL SUCH SUMS TO BE SECURED BY THE LIEN OF THIS MORTGAGE AND INCLUDED IN THE DECREE OF FORECLOSURE.

IN CONSTRUING THIS MORTGAGE, IT IS UNDERSTOOD THAT THE MORTGAGOR OR MORTGAGEE MAY BE MORE THAN ONE PERSON; THAT IF THE CONTEXT SO REQUIRES, THE SINGULAR SHALL BE TAKEN TO MEAN AND INCLUDE THE PLURAL, THE MASCULINE PRONOUN SHALL MEAN 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, THE MORTGAGOR HAS EXECUTED THIS INSTRUMENT THIS 19 DAY OF SEPTEMBER 19 86; IF A CORPORATE MORTGAGOR, IT HAS CAUSED ITS NAME TO BE SIGNED AND SEAL AFFIXED BY ITS OFFICERS, DULY AUTHORIZED THERETO BY ORDER OF ITS BOARD OF DIRECTORS.

(IF EXECUTED BY A CORPORATION, AFFIX CORPORATE SEAL)

STATE OF OREGON,  
COUNTY OF Klamath ) ss.  
9-25, 1986

STATE OF OREGON, COUNTY OF \_\_\_\_\_ ) ss.  
PERSONALLY APPEARED \_\_\_\_\_, 19 \_\_\_\_\_

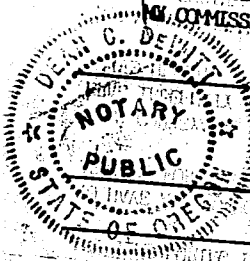
AND WHO, BEING DULY SWORN, EACH FOR HIMSELF AND NOT ONE FOR THE OTHER, DID SAY THAT THE FORMER IS THE PRESIDENT AND THAT THE LATTER IS THE SECRETARY OF \_\_\_\_\_

THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS; AND EACH OF THEM ACKNOWLEDGED SAID INSTRUMENT TO BE ITS VOLUNTARY ACT BEFORE ME:

NOTARY PUBLIC FOR OREGON (OFFICIAL SEAL)  
MY COMMISSION EXPIRES \_\_\_\_\_

PERSONALLY APPEARED THE ABOVE NAMED  
KENNETH H. & LINDA KINSMAN  
DAN & CYNTHIA KINSMAN  
AND ACKNOWLEDGED THE FOREGOING INSTRUMENT  
TO BE THEIR VOLUNTARY ACT AND DEED.  
BEFORE ME:

(OFFICIAL SEAL)  
NOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES 3-27-88



STATE OF OREGON,  
COUNTY OF \_\_\_\_\_ ) ss.  
I CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED FOR THE RECORD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_, 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.

RECORDING OFFICER  
BY \_\_\_\_\_ DEPUTY  
SPACE ABOVE RESERVED FOR RECORDER'S USE

AFTER RECORDING RETURN TO:  
THE BOND EXPERTS  
P.O. BOX 15319  
PORTLAND, OREGON 97219

82 OCT 1 1986

WRO-10000

## EXHIBIT "A"

17899

A tract of land situated in the N<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the North line of Henley Road, said point being North 00° 11' 20" East 30.00 feet and South 89° 33' 00" West 707.00 feet from the Southeast corner of the NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> of said Section 25; thence South 89° 33' 00" West, along the North line of Henley Road, a distance of 1465.54 feet to a 1/2" iron rod; thence North 00° 39' 00" East a distance of 563.83 feet to a 1/2" iron rod on the Northwesterly line of the A-4-B lateral; thence North 51° 28' 00" East on said Northwesterly line a distance of 739.12 feet; thence South 89° 58' 00" West a distance of 1062.98 feet to the West line of Section 25; thence North 00° 14' 07" East along said West line a distance of 269.82 feet to the Northwest corner of Section 25; thence South 89° 44' 02" East along the North line of Section 25 a distance of 1582.80 feet to the Southwesterly right of way line of the Burlington Northern Railroad; thence South 47° 56' 22" East, along said right of way line, a distance of 526.45 feet; thence South 01° 55' 00" West a distance of 922.42 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the United States of America by deed dated April 26, 1933, recorded June 7, 1933 in Volume 101 at page 138, Deed Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ 1st day  
of October \_\_\_\_\_ A.D., 19 86 at 12:36 o'clock \_\_\_\_\_ P.M., and duly recorded in Vol. \_\_\_\_\_  
of \_\_\_\_\_ Mortgages \_\_\_\_\_ on Page 17897.

FEE \$13.00

Evelyn Biehn, County Clerk  
By \_\_\_\_\_