

MTG-17419

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THIS INDENTURE WITNESSETH: That McCORDEN, INC., an Oregon corporation,
Mortgagor, aka Eternal Hills Memorial Gardens, Inc.
of the County of Klamath, State of Oregon, for and in consideration of the sum of
One Hundred Eighty Thousand Dollars (\$180,000.00), together with
sums due under a Consulting Agreement between parties granted, bargained, sold and conveyed, and
in hand paid, the receipt whereof is hereby acknowledged, has
by these presents do grant bargain, sell and convey unto
EDWARD J. WHITE AND KITTY L. WHITE, husband and wife, Mortgagee

of Oregon, the following described premises situated in Klamath County, State of
Oregon, to-wit:

SEE EXHIBIT "A" ATTACHED

WOKLOVGE

87 APR 16 PM 2 24

IN WITNESS WHEREOF, the said McCORDEN, INC., has hereunto set its hand and seal of office, this 15th day of April, 1987.

BY WOKLOVGE

COUNTY OF KLAMATH

STATE OF OREGON

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining.
 To have and to hold the same with the appurtenances, unto the said Mortgagee,

their heirs and assigns forever.
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of ONE HUNDRED EIGHTY-THOUSAND DOLLARS, together with sums due under a Consulting Agreement // Dollars //
(\$180,000.00) in accordance with the terms of an Agreement XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX for Sale and Purchase of Stock.

That if the said Mortgagee shall fail to pay the principal and interest on the above described sum of money, then the said Mortgagee shall be deemed to have agreed to sell the above described premises, together with the appurtenances, to the said Mortgagor, or to such person as the said Mortgagor may from time to time designate in writing, to satisfy the debt secured by this mortgage.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: 19

9143

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a) ~~primarily 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.

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said Mortgagee

and their legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said Mortgagor, its heirs or assigns.

THIS CONVEYANCE IS MADE BY A MORTGAGE TO SECURE THE PAYMENT OF A NOTE

Witness hand this 31st day of December, 1980

*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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

McGORDEN, INC., an Oregon corporation

By: *7. Sydney McNeil Pres*

STATE OF OREGON,

County of CLATSOP

BE IT REMEMBERED, That on this 31st day of December, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named H. Sydney McNeil of McGORDEN, INC., an Oregon corporation 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 on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Harmon J. Smith
 Notary Public for Oregon.

My Commission expires Dec 13, 1990

MORTGAGE

(FORM No. 7)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

McGorden, Inc.

TO

Edward J. White
 Kitty L. White

AFTER RECORDING RETURN TO

in the County of CLATSOP

THIS INSTRUMENT BEING

mtc3223

STATE OF OREGON,

County of CLATSOP

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as document/fee/file/instrument/microfilm No. _____ Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME

By

6000 Deputy

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EXHIBIT A

A tract of land in the NW $\frac{1}{4}$ of Section 18, Township 39 South, Range 10 East of the Willamette Base and Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the north boundary of above said Section 18, which point bears East 541.78 feet from the Northwest corner of said Section 18; thence South 183.91 feet to the most northeasterly corner of Eternal Hills Memorial Gardens; thence following along the easterly boundary of same on the following courses: South 607.44 feet; thence along the arc of a 111.93 foot radius curve to the left 147.78 feet (long chord bears S. 37°49'26"E. 137.28 feet); thence along the arc of a 1191.20 foot radius curve to the left 632.03 feet (long chord bears N. 89°09'08"E. 624.64 feet); thence east 55.19 feet to the easterly boundary of above said Eternal Hills Memorial Gardens; thence along same boundary projected N. 0°14'05"W. 630.55 feet; thence west 50.00 feet; thence N. 0°14'05"W. 260.00 feet, more or less, to the north boundary of aforesaid Section 18; thence west along said boundary 710.31 feet to the point of beginning, enclosing an area of 15.26 acres, and excepting from the above described land the north 30.00 feet thereof for road purposes.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 16th day
of April A.D. 19 87 at 2:24 o'clock P. M., and duly recorded in Vol. M87
of Mortgages on Page 6472

Evelyn Biehn, County Clerk
By [Signature]

FEE \$13.00