

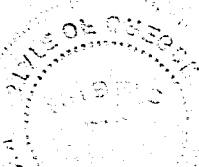
THIS INDENTURE WITNESSETH: That McGorden, Inc., an Oregon corporation, aka Eternal Hills Memorial Gardens, Inc. of the County of _____, State of _____, for and in consideration of the sum of Five Hundred Thousand and no/100*****Dollars (\$500,000.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto Oakdale Memorial Park, a California corporation

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

See Exhibit "A" attached
See Exhibit "B" attached

WOK LGVGE

STATE OF OREGON



My Commission Expires
Notary Public for Oregon

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of my office at _____, Oregon, this _____ day of _____, 1970.

COLLATERAL ASSIGNMENT
acknowledged to the State of Oregon by the said McGorden, Inc. and Oakdale Memorial Park, a California corporation, on this _____ day of _____, 1970, in and to be the identical instrument described in and who executed the within instrument, and being the said McGorden, Inc. President of McGorden, Inc. and Oakdale Memorial Park, a California corporation, before me, the undersigned a Notary Public in and for said County and State, personally appeared and acknowledged to me that they executed the within instrument for the purposes and consideration therein expressed.

APR 16 PM 2 24 '87

On demand by Mortgagor, Mortgagee agrees to subordinate this Mortgage to any other mortgage on the real property described on Exhibits "A" and "B" attached hereto provided that the proceeds from such loan are used for business purposes as approved by the Board of Directors of McGorden, Inc.

Notary Public for Oregon
My Commission Expires _____

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 Oakdale Memorial Park, a California corporation

its heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Five Hundred Thousand and no/100*****Dollars (\$500,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

McGorden, Inc.
This mortgage is made this _____ day of _____, 1970, between McGorden, Inc., a corporation organized under the laws of the State of Oregon, and Oakdale Memorial Park, a California corporation, for and in consideration of the sum of Five Hundred Thousand and no/100*****Dollars (\$500,000.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto Oakdale Memorial Park, a California corporation

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: December 1991

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

- (a) ~~XXXXXX~~
- (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 Oakdale Memorial Park,

and its 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 McGorden, Inc., its heirs or assigns.

Witness hand this 30th day of December, 1986.

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgage is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgage 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 corp.
By: H. Sydney McGill, Jr., President

STATE OF OREGON,
County of Deschutes

BE IT REMEMBERED, That on this 30 day of December, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named H. Sydney McGill, Jr., President 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.



Notary Public for Oregon.
My Commission expires

MORTGAGE

(FORM No. 7)

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

McGorden, Inc.

Oakdale Memorial Park

AFTER RECORDING RETURN TO

mye

STATE OF OREGON,
County of
I certify that the within instrument was received for record on the day of 1986, at o'clock M., and recorded in book/reel/volume No. on page or as document/tee/file/instrument/microfilm No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1986, at o'clock M., and recorded in book/reel/volume No. on page or as document/tee/file/instrument/microfilm No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

By NAME TITLE Deputy

Exhibit "B"

A tract of land situated in the SW 1/4, Section 7, Township 39 S., R. 10 E.W.M., more particularly described as follows: Beginning at a point on the West line of the SW 1/4, said Section 7 and 30 feet Northerly of the Southwest corner of said Section 7; thence Northerly along the West line of the SW 1/4, said Section 7, 85.00 feet; thence Easterly parallel to the South line of said Section 7 to a point 15 feet Westerly of the center line of the Enterprise Irrigation District canal; thence in a Southerly direction and paralleling the center line of said irrigation canal and following a line at all times 15 feet from the center line of said irrigation canal to a point 30 feet Northerly of the South line of said Section 7; thence Westerly parallel with the South line of said Section 7 to the point of beginning, being the Southerly 85.00 feet of that tract of land described in Deed Volume 214, Page 511, as recorded in the Klamath County Deed Records. EXCEPTING THEREFROM that portion lying within the Klamath Falls-Merrill Highway.

SUBJECT TO: (1) Regulations, levies, assessments, water and irrigation rights and easements for ditches and canals of Enterprise Irrigation District.
(2) Reservations in deed recorded June 6, 1944, in Book 165, Page 555, of Deed Records, for easement and right of way for the purpose of constructing and maintaining irrigation ditch,

A tract of land in the Northwest quarter of the Northwest quarter 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 an iron pipe at the intersection of the north boundary of above said Section 18 and the easterly right of way boundary of the Klamath Falls-Merrill Highway (Hwy #39); thence east along the aforesaid north boundary of Section 18, a distance of 511.78 feet; thence south 183.91 feet to an iron pin marking the most northeasterly corner of Eternal Hills Memorial Gardens; thence westerly following along the most northerly boundary of above said Gardens on the following courses: West 65.31 feet, S.46°07'30"W. 33.51 feet, S.62°28'00"W. 53.17 feet, S.79°42'00"W. 214.38 feet, and S.88°03'00"W. 164.34 feet, more or less, to an iron pin on the easterly right of way boundary of the Klamath Falls-Merrill Highway; thence north along same 275.64 feet to the point of beginning, containing 2.86 acres, more or less, and excepting from the above described land the North 30.00 feet thereof for road purposes.

(commercial property)

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. 387
of Mortgages on Page 6475
FEE \$17.00
By Evelyn Biehn, County Clerk