ATE 31111 FORM No. 105A-MORTGAGE-One Poge MESS LAW FUELISHING LU. Mgn\_Poge\_14901 10 87, by 78292 DE J. D. T. T. 14th day of August, 19 THIS MORTGAGE, Made this Modoc Point Vender Co., an Oregon corporation ..... Mortgagor, to Alpine Veneers, Inc., an Oregon corporation -----Mortgagee, WITNESSETH, That said mortgagor, in consideration of the sale of the property and other assots to nortgagor by mortgagee to him puil by sud mortgagen, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs; ex-State of Oregon, bounded and described as follows, to-wit: (20/19t 10) Joney mouth many received for select on the Second werden alle alle and findered MOBICACIE Exhibit "A" hereto. SST TE ON ON EGON. 1. n D T Notary Pokla: tár Unese -My domni sám extrico: Record mist page part to Arstin at the second contract of the part Porsmally appeared the [00] that for the second s Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise 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 heirs, executors, administrators and assigns forever. This counting get is tinta and a to concern the physical solution with the solution is solved and the the solution of the solu The set of This mortgage assumed by mortgager and is to be satisfied at such time as mortgagee is released from liability secured by the prop-erty described in Exhibit "A". ALUGO IN WITNESS APEREUS shid morigized has determine set his hand the day and must and above ange 2thors out 10 in Sections. the first in second and provident of a solid reactory during the percentry of and reconstructed any who constructs the percent of a solid reconstructed any who constructs the percent of the reconstruct of any who constructs the percent of the reconstruct of any who constructs the percent of the reconstruct of the re The state of metallized the second is second in the state of the state And said mortgager covenants to and with the mortgage, his heirs, executors, administrators and assigns, that he is lawiully CINCUMDY AINC'S. OF TECOTE and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to CINCUMDY AINC'S. OF TECOTE and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to nature which may be levied or assessed against all persons; that he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against and property, or this mortgage or the note above described, when due and pay-are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings are or may become liens on the premises or companies acceptable to the mortgage; that he will keep the buildings are or may become liens on the premises or companies acceptable to the mortgage, with loss payable lirst to the mort fagee and then to the mortgager as their respective interests may appear; all policies of insurance shall be delivered to the mort fagee and then to the mortgager as their respective interests may appear; all policies of insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance new or hereafter placed on said buildings, in good repair and will not commit or suffer any waste of caid premises. At the request of the mortgagee, the mortgager shall point with the mortgagee, and will pay for illing 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, comestication to with a construct a second state of the second se

14902

The mortgator, warrants that the proceeds of the losn represented by the above described note and this mortgage are: (a)<sup>a</sup> primarily for mortgager's personal, family, household or agricultural purposes (see Important Notice below), (b), for an organization or (even if mortgagor is a natural person) are for business or commercial purposes, other than agricultural purposes.

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Now, therefore, if said chortgager shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance thall be void, but otherwise shall remain in tull force as a mortgage to secure, the performance of all of said covenants and the payanent of said note; it being agreed that a failure to perform any covenant herein, or if a pro-ceeding of any kind be taken to foreclose any lien on said premises or any part thereot, the mortgage shall have the option to declare the whole amount uniaid on said note or on this mortgage at once due and payable, and this mortgage may be fore-closed at any time thereatier. And if the mortgage shall have the option to declare the whole amount uniaid on said note or on this mortgage at once due and payable, and this mortgage may be fore-closed at any time thereatier. And if the mortgage may at his option 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 at the same rate as said note out principal, interest and all sums paid by the mortgage at any time while the mortgagor neglects to repay any sums so paid by the mortgage. In the event of any suit or action being instituted to loreclose this mortgage, and disbursements and such further sum as the trial 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 entered on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of toreclosure. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and asigns of said mortgager und of said mortgage at included in the decree of toreclosure. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgager und profits arising out of said premises during the pendency of such foreclosure, and apply

In construing an or 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 or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, 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 WITIVESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not ap-plicable; if warranty (c) is applicable, and if the mortgages is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgages 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 dwolling, use Stevens-Ness Form No. 1305, or equivalent; if (this tests mant is NOT to be a first lien, use Stavens-Ness Form No. 1306, or equivalent;

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THE BAR MARINE heirs, executors, administrents and assigns foreset.

TO HAVE AND TO BOLD the fill granites will the appartenance with the sead mortgebes, his or ei any cime during the let red this moltfage.

Personally appeared the above named Bruce L. Engel of Madoc Point Veneer Co., an Unigon Corporation, on behalf of the corporation and acknowledged the foregoing instrument to be it. its voluntary act and deed. Before me 

N. Danster

SPACE RESERVED

RECORDER'S USE

승규는 영국에 가지 않는 것이 없다.





alpine Veneers The. 1210 Yean Bldg = 110000 Pattleng OR 97204

See Leas 1 - page to

Shelly K. Moothart Notary Public for Oregon , 10-10

NAME

Br

STATE OF OREGON,

My commission expires: 10/25/90

County of ..... I certify that the within instrument was received for record on the .....day of ....., 19....., since at .... A Read that mit any one in book reel volume No. .....or as document/fee/file/ page..... instrument microfilm No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

SS.

TITLE

Deputy

7.18  $\pm 1.111$ 

14903

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

EXHIBIT A

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) 120.20 feet from the Northwesterly 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 begin-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 along said shore line to a point East of the true point of beginning; Chence 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

STATE OF OREGON, County of Klamath

on this at 11:03

Fee. \$13.00

Filed for record at request of:

in Vol. M87 O'clock A

Aspen Title Company

1. <u>M87</u> 0. <u>of Mtges.</u> P. Evelyn Bienn County Clerk

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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

EXCEPTING FROM the above described land any portion lying within the

19th day of August A.D., 19 87

\_M. and duly recorded Page 14901

Deputy.