

IN 82949

Vol. 1387 Page 23064

THIS MORTGAGE, Made this December 29
 HI. ROBBINS CORPORATION
 a Corporation, duly organized and existing under the laws of the State of Oregon, hereinafter
 called the Mortgagor, and UNITED STATES OF AMERICA, by and through the Director of the
 Bureau of Indian Affairs

hereinafter called the Mortgagee,
 NO. 100 (\$280,000) Dollars,
 to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, execu-
 tors, administrators, successors and/or assigns, that certain real property situated in Klamath
 County, State of Oregon, bounded and described as follows:

See description set forth on Exhibit A
 attached hereto and incorporated herein by this
 reference.

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, successors and/or assigns forever.

This mortgage is intended to secure the payment of one promissory note of which the
 following is a substantial copy: See copy of promissory note attached hereto as Exhibit C.

of mortgage
 HI. ROBBINS CORPORATION
 IN WITNESS WHEREOF, HI. ROBBINS 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 29, 1988.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators, successors and/or assigns, that
 it is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto restrictions reservations,
 easements and rights of way of record,
 and will warrant and forever defend the same against all persons; that it will pay said note, principal and interest, accord-
 ing to the terms thereof; that while any part of said note remains unpaid it will pay all taxes, assessments and other charges of
 every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and
 payable and before the same may become delinquent; that it will promptly pay and satisfy any and all liens or encumbrances that
 are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that it will keep the buildings
 now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other
 hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or
 obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the
 mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to
 the mortgagee as soon as insured. Now, if the mortgagor shall fail for any reason to procure any such insurance and to deliver
 said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed
 on said buildings, the mortgagee may procure the same at mortgagor's expense; that it will keep the buildings and improvements
 on said premises in good repair and will not commit or suffer any waste of said premises. 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 shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that upon a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee 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 without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time, while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or claim being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs 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 therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and/or assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In construing this mortgage, it is understood that the 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.

The terms set forth on the Commitment Notice attached hereto as Exhibit B are incorporated herein by this reference.

The mortgagor shall obtain prior written approval from the Bureau of Indian Affairs for the plan of liquidation before entering into any agreement to sell or otherwise convey any of the land mortgaged herein. In addition, the Mortgagor shall obtain prior written authorization from the Bureau of Indian Affairs before selling or otherwise disposing of any mortgaged parcel in accordance with the approved liquidation plan.

IN WITNESS WHEREOF, Hi Robbins Corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 29th day of December, 1987.

HI ROBBINS CORPORATION

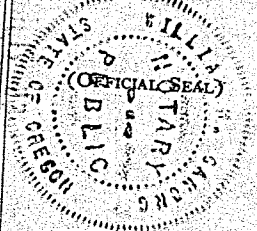
By Phil Tupper President

By _____ Secretary

STATE OF OREGON, }
County of Klamath } ss.
December 29, 1987

Personally appeared Phil Tupper and Rachel Tupper
who, each being first duly sworn, did say that the former is the president
and that the latter is the secretary of Hi Robbins Corporation.

seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the 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 and deed.



Before me:
Wm M. Gandy
Notary Public for Oregon
My commission expires: 11-2-90

MORTGAGE	
Corporation (FORM No. 75A) (SECELEST)	
COUNTY OF Klamath, OR	
TO	
AFTER RECORDING RETURN TO:	
Charles Jackson	
Bureau of Indian Affairs	
P.O. Box 360	
Chiloquish, Or 97624	
SPACE RESERVED FOR RECORDER'S USE	
STATE OF OREGON, } County of _____ } ss. 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 _____ of as document/fee/file/instrument/microfilm No. _____ Record of Mortgages of said County. Witness my hand and seal of _____ County affixed. By _____ NAME _____ TITLE _____ Deputy	

HI ROBBINS CORPORATION
Legal Description of Real Property located
in Klamath County, Oregon

The following described real property located in Township 36
South, Range 10 East of the Willamette Meridian:

- SECTION 4: $S\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$;
- SECTION 5: $SW\frac{1}{4}$;
- SECTION 8: ALL;
- SECTION 9: ALL;
- SECTION 16: ALL;
- SECTION 17: ALL;
- SECTION 21: $N\frac{1}{2}N\frac{1}{2}$, $SW\frac{1}{4}NE\frac{1}{4}$ AND $W\frac{1}{4}SE\frac{1}{4}$;
- SECTION 22: $W\frac{1}{4}W\frac{1}{2}$;
- SECTION 27: $NW\frac{1}{4}NW\frac{1}{4}$; and
- SECTION 28: $E\frac{1}{2}E\frac{1}{2}NE\frac{1}{4}$, less that portion conveyed to Oregon-
California and Eastern Railway in Deed
Volume 80 page 436.

EXHIBIT A

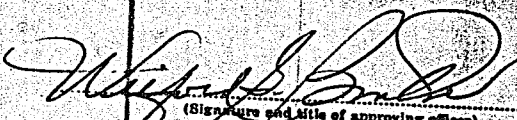
COPIES REQUIRED.—Original (salmon) for Bureau Accounting Office; white for borrower; pink for Central Office; blue for Area Director; yellow for Agency.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
BRANCH OF CREDIT

COMMITMENT ORDER

Except as indicated below, the foregoing application and exhibits are approved. The securing documents offered or required for the loan shall be executed and delivered to the officer shown below before any advances hereunder are made. Any conditions listed below shall be accepted unconditionally by the applicant in writing, and the original delivered within the time indicated to the officer shown below. The application, exhibits, and this commitment order shall constitute the loan agreement.

1. The loan of \$280,000 is approved subject to the availability of funds at an interest rate of 9 percent.
2. The borrower agrees that he will exercise every effort to sell the 1040 acres and apply the proceeds of the sale toward the repayment of principal and accrued interest of the loan.
3. The Bureau will be provided quarterly reports as to the progress of liquidation of the land. The first report will be due on March 1, 1988, and will consist of a detailed plan of liquidation which sets forth anticipated dates of sale and actions planned if sales do not proceed as scheduled. Failure to provide reports will be reason for default of loan.
4. The first payment on this loan (principal and interest) will be due no later than January 1, 1989 or upon the sale of the land which ever occurs first.
5. Title insurance will be secured.
6. A real estate mortgage be taken on the entire corporations land holdings (3240 acres) with a title insurance company selected as trustee.
7. The Bureau reserves the right to review any and all records and transactions of the Hi Robbins Corporation in relation to this loan by any employee designated by the Area Director.


(Signature and title of approving officer)
Portland Assistant Area Director (P.S.)

ACCEPTANCE BY BORROWER

Accepted this day of, 19.....

ATTEST

HI ROBBINS CORPORATION

BY:

Phil Tupper, President

By

(ATTACH CORPORATE SEAL HERE)

(Name and title)

23068

FORM 5-4742
January 1972

DISTRIBUTION: Original to Bureau Office for safekeeping; and copies to Bureau accounting office, borrower, agency and others as required.

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

Division of Credit and Financing

Agreement No.
Contract No.

PROMISSORY NOTE FOR LOAN FROM THE REVOLVING FUND

\$ 280,000.00

Date: December 24, 1987

For value received the undersigned promises to pay to the order of the United States at

Warm Springs Agency
(Bureau Office), P.O. Box 1239 Warm Springs, Oregon 97761
(Address)

the sum of Two Hundred Eighty Thousand and 00/100-----dollars

(\$ 280,000.00), with interest at 9% percent per annum payable annually from date of

advance until paid in full according to the following repayment schedule (on or before):

FULL PAYMENT ON THIS LOAN (PRINCIPAL AND INTEREST) SHALL BE DUE ON OR BEFORE JANUARY 1, 1989, OR UPON THE SALE OF THE LAND, WHICHEVER OCCURS FIRST.

"A LATE CHARGE SHALL BE ASSESSED ON ANY PAYMENTS NOT MADE WHEN DUE AT THE RATE SET BY THE UNITED STATES TREASURY AND SHALL APPLY TO OVERDUE PAYMENTS FOR EACH 30-DAY PERIOD. THIS CHARGE WILL ACCRUE UNTIL PAYMENT IS RECEIVED EVEN THOUGH THE RATE WILL CHANGE QUARTERLY."

Upon default in the payment of any installment of principal or interest, or in any of the terms of the undersigned's loan agreement, then the entire indebtedness, at the option of the holder, may be declared to be due and payable. In case legal action is taken to collect this note, the undersigned agrees to pay all costs and other expenses incurred.

Presentment for payment and notice of nonpayment is hereby waived.

Attest: (Signature and Title)*	Name of Organization*
	Signature and Title*

*Required only if borrower is a tribe, band, corporation, cooperative association or credit association. Title not required if borrower is an individual(s) or a partnership.

EXHIBIT C

CAUTION - Only original shall be signed; copies shall show signatures as "S/_____"

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of William M. Ganong
of December A.D. 19 87 at 12:59 o'clock P M., and duly recorded in Vol. M87-
of Mortgages on Page 23064

FEE \$25.00

Evelyn Biehn
By Bernetha S. Biehn County Clerk