	#01036193	STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR, 97204
FORM No. 103A—MORTGAGE—One Page Long Form.		Vol 2091 Page 6248 @
n' Purra () e ()		Vol. m91 Page 6248 (**) *April 19 91 , by
THIS MORTGAGE, Made this.	2nd day of	ADI 11
THIS MORTGAOL, Inc.	, A California Corpora	
		Fignesia Syria
Mortgagor, to Sierra/Nevada Proc	duction credit Associa	With the fact that the same of
mortgagor, 10	<u>ीं व्याप्त करता करता करता है जो </u>	Record of Morgania of the County
	Mortgagee,	ne Hundred Seventy Four Thousand
WITNESSETH, That said mort	gagor, in consideration or	ne Hundred Seventy Four Thousand Dollars,
Five Hundred and no/100%		convey unto said mortgagee, his heirs, ex-
to him paid by said mortgagee, does no	certain real property situate	convey unto said mortgagee, his heirs, exdend in Klamath County,
ecutors, administrators and assigns, that State of Oregon, bounded and describe	ed as follows, to-wit:	The new received for medical and the
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For legal description, see	whilit A attached her	eto and made a part hereof.
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and the first transfer of the first of the f		ents and appurtenances thereunto belonging slong or appertain, and the rents, issues and at the time of the execution of this mortgage

profits therefrom, and any and all fixtures upon said premi 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 mortgage is intended to secure the payment of One promissory note, of which the ving is a substantial copy: following is a substantial copy:

Installment Promissory Note (Equal Successive Payments) dated April 2, 1991, in the amount of \$174,500.00 with a maturity date of May 10, 1996.

HELLEN CO.CO.

IN WICHESS WMERECE, said merigogor has hereunto set his hand the day and rest that above

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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: May 10 May 1

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessment and other charges of every the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessment 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 paynature which may be levied or assessed against said property, or this mortgage or the note above described, when due and paynature which may be levied or assessed against said property, or 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 said premises continuously insured against loss or damage by fire and such other now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other note or which hereafter may be received on the said premises acceptable to the mortgage, with loss payable first to the mortgage as their respective interests may appear; all policies of insurance shall be delivered to the mortgage as soon as insured. Now it the mortgager shall fail for any reason to procure any such insurance and to deliver said policies the mortgage at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, to the mortgage at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said premises the mortgage at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said premises the mortgage at least fifteen days prior to the expiration of any policy of insurance and to deliver said policies on said premises the mo

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

(a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below).

(b) for an organization or (even it mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, it 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 a failure to perform any covenant herein, or it a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgage 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 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 without waiver, however, of any right arising to the mortgage of to breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgage at any time while the mortgagor neglects to copay any sums so paid by the mortgage. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgage 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 it an appeal is taken from any judgment or decree entered therein mortgagor turther promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all 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 and assigns of said mortgagor and

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	SHASTA NURSERY, INC., A California (
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APORTANT NOTICE: Delete, by lining out, whichever warranty (a) or cable; if warranty (a) is applicable and if the mortgages is a creditor defined in the Truth-in-lending Act and Regulation Z, the mortgages to the Act and Regulation by making required disclosures; for this trument is to be FIRST-lien; to finance, the purchase of a dwelling, to m. No. 1305 or equivalent; if this instrument is NOT to be a first lies form No. 1306, or equivalent.	(b) is not appropriate the such word word with the such word word with the such word with the such word purpose, if this use Stevens-Ness on, use Stevens-Ness . Theme I Lotters
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ed any time contag the term of this mestigate. TO HAVE AND TO HOLD the said per	epises with the appartenances unto the soul most sopies life.
which therefront, and may and that off thethers upon	and principle at the day of the expection of the morters.
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County ofKlamath	April 3 , 19 91
	Before me:
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Fricial Stard	Warlene V. Adding for
OFFICIAL SHALD	Notary Public for Oregon
PETICIAE SEAL)	the control of the c
OFFICIAE SEAL)	Notary Public for Oregon
OFFICIAE SEAL)	Notary Public for Oregon My commission expires: 3-22-93
MORTGAGE	Notary Public for Oregon My commission expires: 3-22-93 STATE OF OREGON,
MORTGAGE (FORM No. 105A)	Notary Public for Oregon My commission expires: 3-22-93 STATE OF OREGON, County of SS. Certify that the within instrument was received for record on the
	STATE OF OREGON, County of Ss. 10-241 day of 19 day of

ER RECORDING RETURN TO Sierra/Nevada Production Co P.O. Box 420 Alturas CA 9610/

RECORDER'S USE

Record of Mortgages of said County.

seal of

Deputy

Witness my hand and

EXHIBIT "A" TO MORTGAGE DATED APRIL 2, 1991

PARCEL 1:

In Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Section 14: Lots 1 and 2 and the SE 1/4 SW 1/4; EXCEPTING right of way for the Adams Canal; FURTHER EXCEPTING all that portion of the SE 1/4 SW 1/4 lying Easterly of the United States Reclamation Service right of way; AND FURTHER EXCEPTING the following Parcel:

Beginning at the Northwest corner of said Government Lot 1, said point being in the centerline of the County Road; thence Easterly along the North line of said Government Lot 1 and along the centerline of the County Road a distance of 179 feet; thence Southerly parallel with the West line of said Government Lot 1 a distance of 390 feet; thence Westerly parallel with the North line of said Government Lot 1 a distance of 179 feet to the West line of said Government Lot 1; thence Northerly along the West line of said Government Lot 1 a distance of 390 feet, more or less, to the point of beginning.

PARCEL 2:

In Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Section 23: Lots 1, 2, 3, 4, 5 and 6, NW 1/4 NW 1/4; EXCEPT that portion of Lots 2 and 5 lying within the North 30 acres of said Lots 2 and 5; AND FURTHER EXCEPTING that portion of Lots 3 and 4 lying within the SE 1/4 NE 1/4.

CODE 16 MAP 4112-1400 TL 1300 CODE 16 MAP 4112-2300 TL 400

STATE OF OREGON: COUNTY OF KLAMATH: ss.

1 Dee L RAL 1 7/3 TIL

By Queline Mulindere

Eilad	for record at reques	t of	Aspen Tit	le Co.		the	8th	day
rnea of	April	A.D., 19 _	91 at 10:31	o'clockA	M., and duly recor	rded in Vol.	<u>M91</u>	
		of	Mortgages		ige <u>6248</u> 1ehn – Coun			

FEE \$18.00