

91362

11-21-94A09:28 RCVD

WHEN RECORDED RETURN TO:  
CHRISTIAN COMMON LAW FOUNDATION  
P.O. BOX 646  
BOONVILLE, INDIANA 47601  
812-897-4837

Vol. 194 Page 35592

MTG 1396-7274

WRAPAROUND MORTGAGE

MORTGAGE, dated Nov. 19, 1994, made by  
EDWARD W. ST. JOHN AND MERCEDES ST. JOHN, C/O UNITED STATES POST  
OFFICE, HC 30, BOX 1040, CHILOQUIN, OREGON 97624 ("Mortgagor"), to  
CHRISTIAN COMMON LAW FOUNDATION, P.O. BOX 646, BOONVILLE, INDIANA  
47601 ("Mortgagee").

Recital

Mortgagor is justly indebted to Mortgagee in the sum of  
\$1,200,000.00, which is evidenced by a Note of Mortgagor of even  
date herewith in said principal amount (the "Note"). Mortgagor, in  
order to secure the payment of the Note, has duly executed and  
delivered this Mortgage.

Definitions

Mortgagor and Mortgagee agree that, unless the context  
hereof otherwise specifies or requires, the following terms shall  
have the meanings herein specified. Said definitions shall be ap-  
plicable equally to the singular and the plural forms of such  
terms.

"Chattels" shall mean all fixtures, fittings, appliances,  
apparatus, equipment, machinery and articles of personal  
property and replacements thereof, now or at any time  
hereafter affixed to, attached to, placed upon, or used  
in any way in connection with the complete and comfort-  
able use, enjoyment, occupancy or operation of the Im-  
provements on the Premises.

"Event of Default" shall mean any event and circumstance  
described as an Event of Default in Section 2.01 hereof.

"Improvements" shall mean all structures or buildings now  
or hereafter located upon the Premises or any part there-  
of, including all equipment, apparatus, machinery and  
fixtures of every kind and nature whatsoever forming part  
of said structures or buildings.

"Involuntary Rate" shall mean the lesser of twelve per-  
cent per annum or the maximum rate permitted by law.

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MOUNTAIN TITLE COMPANY, has recorded this  
instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

"Property" shall mean the Premises, the Improvements, the Chattels and all other property, rights and interests described in the Granting Clause of this Mortgage.

"Premises" shall mean:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in CHILOQUIN, the County of KALAMATH and the State of Oregon, being more particularly described in Exhibit A THRU F attached hereto and made a part hereof,

TOGETHER with all right, title and interest, if any, of Mortgagor in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of Mortgagor in and to said premises.

"Superior Holder" shall mean the holder or holders of the Superior Mortgage.

All terms in this Mortgage which are not defined above shall have the meanings set forth in this Mortgage.

#### Granting Clause

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of the principal, interest and any other sums payable under the Note and this Mortgage, and the observance and performance of the provisions hereof and of the Note, Mortgagor hereby mortgages, grants, bargains, sells and conveys to the Mortgagee all estate, right, title and interest of Mortgagor in, to and under any and all of the following described property (the "Property"), whether now owned or hereafter acquired:

- (a) the Premises;
- (b) the Improvements;
- (c) the Chattels;
- (d) all leases of the Premises, now or hereafter entered into and all right, title and interest of Mortgagor thereunder, the right, upon the happening of an Event of

Default, to receive and collect the rents thereunder;  
and

(e) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation insurance proceeds and condemnation awards,

The following is a copy of the aforesaid Note:

[insert copy of Note, with conformed signature lines]

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land situated in Government Lots 31 and 36 of Section 4 and Government Lots 2 and 7 of Section 9, all in Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Section line common to said Sections 4 and 9 from which the 1/4 corner common to said Sections 4 and 9 bears South 89 degrees 38' 24" West a distance of 280.00 feet; thence from said point of beginning South 949.17 feet; thence East 502.11 feet to a point on the Westerly right of way line of U. S. Highway No. 97; thence North 04 degrees 02' 34" East along said Westerly right of way line 2273 feet, more or less, to a point on the North line of said Government Lot 31, thence West along said North line of Government Lot 31, 187 feet, more or less, to the Easterly right of way line of the South Chiloquin State Highway; thence Southerly and Westerly along said Easterly and Southerly right of way line of said South Chiloquin State Highway to a point that is North of the point of beginning; thence South 412 feet to the point of beginning.

A parcel of land situated in Government Lot 2, Section 9, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Government Lot 2, said point of beginning also being the North one-quarter corner of said Section 9, thence North 89 degrees 38' 24" East along the North line of said Section 9 280.00 feet, thence South 311.14 feet, thence South 89 degrees 38' 24" West 280.05 feet more or less to the West line of said Government Lot 2, thence North 00 degrees 00' 30" East along the West line of said Government Lot 2 311.14 feet to the point of beginning.

SUBJECT TO an easement 60 feet in width, measured at right angles, for purposes of ingress and egress, more particularly described as follows:

The Westerly 60 feet of the above described property.

Subject to easements and rights of ways of record and those apparent upon the land.

A parcel of land situated in Government Lot 36, Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin marking the South one-quarter corner of said Section 4, thence North 89 degrees 38' 24" East along the South line of said Section 4, 280.00 feet to a 5/8" iron pin, thence North 412.17 feet to a 5/8" iron pin on the Southerly right of way line of The South Chiloquin State Highway #421, thence South 84 degrees 04' 09" West along said Southerly right of way 281.44 feet to a 5/8" iron pin, thence South 00 degrees 00' 30" West 384.85 feet to the point of beginning.

SUBJECT TO an easement 60 feet in width, measured at right angles, for purposes of ingress and egress, more particularly described as follows:

The Westerly 60 feet of the above described property.

Subject to easements and rights of ways of record and those apparent upon the land.

All of Lot 35 lying South of the South Chiloquin State Highway, located in Section 4, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 21st day  
of November 1994 A.D., at 9:28 o'clock A. M., and duly recorded in Vol. M94,  
of Mortgages on Page 35592

Evelyn Biehn County Clerk

By Lyneth Healy

FEE \$25.00