

2009-000479

Klamath County, Oregon



00058767200900004790030032

01/15/2009 01:54:55 PM

Fee: \$31.00

AFTER RECORDING RETURN TO:

CHESTER T. LACKEY

900 Dupont Street

Bellingham, WA 98225-3105

ATE 66346

MORTGAGOR:

DW & CB, L.L.C., a Washington limited liability company

P.O. Box 32327

Bellingham, WA 98228

MORTGAGEE:

DENNIS WISE

1416 Gillam Way

Fairbanks, AK 99701-6044

### MORTGAGE

This mortgage is made this 13<sup>th</sup> day of January, 2009, by DW & CB, L.L.C., a Washington limited liability company, whose address is P.O. Box 32327, Bellingham, WA 98228 ("mortgagor") to DENNIS WISE, of 1416 Gillam Way, Fairbanks, AK 99701-6044 ("mortgagee").

Mortgagor, in consideration of EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) paid to mortgagor by mortgagee, grants, bargains, sells, and conveys to mortgagee, mortgagee's heirs, executors, administrators, and assigns, that certain real property situated in Klamath County, Oregon, described as follows:

*SEE ATTACHED EXHIBIT "A"*

Together with all and singular the tenements, hereditaments, and appurtenances belonging to or in any manner appertaining to the premises, and that may belong or appertain to the premises in the future, and the rents, issues, and profits from the same, and any and all fixtures on the 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 premises with the appurtenances to mortgagee, mortgagee's heirs, executors, administrators, and assigns forever.

This mortgage is intended to secure the payment of a certain promissory note of even date herewith.

And mortgagor covenants to and with mortgagee, and mortgagee's heirs, executors, administrators, and assigns, that mortgagor is lawfully seized in fee simple of the premises and has a valid unencumbered title to the premises and will warrant and forever defend the same against all persons; that mortgagor will pay the note, principal, and interest according to the terms of the note; that while any part of the note remains unpaid mortgagor will pay all taxes, assessments, and other charges of every nature that may be levied or assessed against the property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that mortgagor will promptly pay and satisfy all liens and encumbrances that are or may become liens on the premises or any part of them superior to the lien of this mortgage; that mortgagor will keep the buildings now on or that may be erected on the premises continuously insured against loss or damage by fire and such other hazards as 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 mortgagee, with loss payable first to mortgagee and then to mortgagor as their respective interests may appear. All policies of insurance shall be delivered to mortgagee as soon as insured.

If mortgagor shall fail for any reason to procure any such insurance or to deliver the policies to mortgagee at least days prior to the expiration of any policy of insurance now or to be placed on the buildings, then mortgagee may procure the same at mortgagor's expense.

Now, therefore, if mortgagor keeps and performs the covenants contained in this mortgage and pays the note according to its terms, this conveyance shall be void; otherwise it shall remain in full force as a mortgage to secure the performance of all of the covenants and the payment of the note. If mortgagor fails to perform any covenant in this mortgage, or if a proceeding of any kind is taken to foreclose any lien on the premises or any part of them, mortgagee shall have the option to declare the whole amount unpaid on

the note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time. If mortgagor fails to pay any taxes or charges or any lien, encumbrance, or insurance premium as above provided, mortgagee may at mortgagee's 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 the note without waiver, however, of any right arising to mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest, and all sums paid by mortgagee at any time while mortgagor neglects to repay any sums so paid by mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, mortgagor agrees to pay all reasonable costs incurred by 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. If an appeal is taken from any judgment or decree entered in the suit or action, mortgagor further 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.

All of the covenants and agreements contained in this mortgage shall apply to and bind the heirs, executors, administrators, and assigns of mortgagor and mortgagee, respectively.

In case a suit or an action is commenced to foreclose this mortgage, the court may, on motion of mortgagee, appoint a receiver to collect the rents and profits arising out of the premises during the pendency of the foreclosure, and apply the same, after first deducting all of the receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that 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 of this mortgage apply equally to corporations and to individuals.

Mortgagor has duly executed this mortgage the day and year first above written.

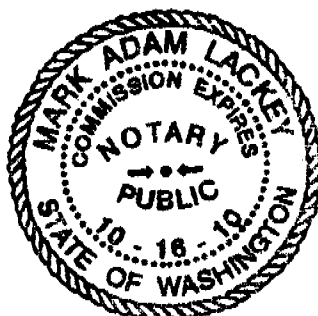
DW & CB, L.L.C.

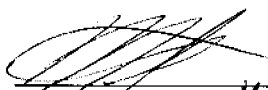
By   
WILLIAM CROCKER, Manager

STATE OF WASHINGTON       )  
  : ss.  
COUNTY OF WHATCOM       )

On this 13<sup>th</sup> day of January, 2009, before me personally appeared WILLIAM CROCKER, to me known to be a Manager of the limited liability company that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



  
PRINTED NAME: Mark Lackey  
Notary Public in and for the State of Washington,  
residing at Bellingham.  
My Commission Expires: 10/16/2010

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*Exhibit A*

A portion of Section 21, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Commencing at the Northeast corner of the NW 1/4 of said Section 21; thence Southerly along the Eastline of said NW 1/4 a distance of 100.0 feet to the true point of beginning; thence continuing Southerly along said East line to the point of intersection with a line drawn concentric with and distant 200.0 feet Northeasterly of, as measured radially to, said Main Track centerline; thence Southeasterly parallel with said Main Track centerline to the point of intersection with a line drawn parallel with and distant 360.0 feet Southerly of, as measured at right angles to, the North line of said Section 21; thence Easterly, parallel with said North line, a distance of 205.0 feet, more or less, to the point of intersection with the Northerly extension of a line drawn parallel with and distant 12.5 feet Westerly of, as measured at right angles to, said Railroad Company's most Easterly Spur tract centerline; thence Southerly parallel with said most Easterly Spur Tract centerline and the Northerly extension thereof, to the point of intersection with the South line of the NW 1/4 of the NE 1/4 of said Section 21; thence Westerly along said South line to the point of intersection with a line drawn parallel with, and distant 9.0 feet Easterly of, Burlington Northern Railroad Company's most Easterly passing track centerline, as now located and constructed; thence Northwesterly parallel with said most Easterly passing track to the point of intersection with a line drawn parallel with, and distant 100.0 feet Southerly of, the North line of Section 21; thence Easterly along said parallel line a distance of 225.0 feet, more or less, to the point of beginning.

Except any improvements located thereon.

Also,

That portion of Section 21, Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at the point of intersection of the South line of said Section 21 and a line drawn parallel with and distant 25.0 feet Easterly of, as measured at right angles to, Burlington Northern Railroad Company's Klamath Falls, Oregon, to Bieber, California, Branch line Main Track centerline; thence Northerly parallel with said Main Track centerline to the point of intersection with a line drawn parallel with and distant 9.0 feet easterly of, said Railroad Company's most Easterly passing track centerline, as now located and constructed; thence Northwesterly parallel with said passing track to the point of intersection with the North line of the SW 1/4 of the NE 1/4 of said Section 21; thence Easterly along said North line to the point of intersection with a line drawn parallel with and distant 200.0 feet Easterly of, said Main Track centerline; thence Southerly along said parallel line to the South line of said Section 21; thence Westerly along said south line to the point of beginning.

Except any improvements located thereon.

CODE: 016 MAP: 4112-02100 TL: 00600 KEY: 743002