

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 if 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 if a 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 of 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 action 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 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 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, after first deducting all of 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 WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Lloyd E. Knight
Sharon L. Knight

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee 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 dwelling, use Stevens-Ness Form No. 1205 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1206, or equivalent.

81669

MORTGAGE

(FORM No. 195A)

Lloyd E. Knight and

Sharon L. Knight

TO

Mayflower Farms, an Oregon

Agricultural Association

STATE OF OREGON,

County of Multnomah.

I certify that the within instrument was received for record on the 27 day of August, 1976, at 11:45 o'clock A.M., and recorded in book 53, on page 105 as its file number 21640. Record of Mortgages of said County. Witness my hand and seal of County affixed.

L. J. Doyle
Auditor
 Title.

By *L. J. Doyle* Deputy.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.
 RETURN TO
 MAYFLOWER FARMS
 P. O. BOX 42165
 PORTLAND, OREGON 97242

STATE OF OREGON,

County of Multnomah

BE IT REMEMBERED, That on this 26th day of August, 1976, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Lloyd E. Knight and Sharon L. Knight.

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



L. J. Doyle
 Notary Public for Oregon.
 My Commission expires March 1, 1976.

REGISTERED	INDEXED	INCORPORATED	RECORDED	EXEMPTED	FILED

PROMISSORY NOTE

\$20,000.00

Portland, Oregon

Jan. 26 1976

FOR VALUE RECEIVED, I promise to pay to the order of MAYFLOWER FARMS, at its head office in Portland, Oregon, Twenty Thousand and no/100 DOLLARS, in lawful money of the United States of America, with interest thereon, and on decreasing balances hereof, in like money, at the maximum rate of 10% per annum from date hereof until paid; provided, however, that on January 1, April 1, July 1 and October 1, of each year of the term of this note, said interest rate shall increase or decrease in the same amount as the PRIME RATE of the First National Bank of Oregon has increased or decreased during the three-month period immediately prior to each such January 1, April 1, July 1 and October 1.

And I agree to pay said principal and interest in monthly installments of not less than \$424.94 each. The first of such monthly installments of \$424.94 each shall be due and payable on or before the 31st day of March 1976, and a like payment, or more, shall be due and payable on or before the last day of each month thereafter, until the entire sum, principal and interest, shall be paid. Each of said monthly installments shall be applied first to interest accrued and unpaid, and the balance shall be applied to principal.

Any interest computation under this note shall be at not more than the maximum legal rate upon the portion of the face amount hereof representing principal which remains unpaid from time to time; it being the intention of the parties to conform strictly to the laws applicable to this transaction. In the event it should be held that interest payable hereunder is in excess of the maximum permitted by applicable law, the interest chargeable hereunder shall be reduced to the maximum amount permitted by law.

If any monthly installment shall not be paid on the due date of such installment, then, at the option of the holder of this note, the entire sum remaining unpaid hereon shall become at once due and collectible.

And in case suit or action shall be commenced to collect this note, or any part thereof, I promise and agree to pay, in addition to the costs and disbursements provided by law, such additional sum as the Court shall adjudge to be reasonable as attorney's fees to be allowed in any such suit or action, or on any appeal therefrom. Further, if I am in default in any payment, whether or not suit or action is instituted, I promise to pay all costs of collecting such delinquent payment.

Lloyd E. Knight
Lloyd E. Knight, Individually

Sharon L. Knight
Sharon L. Knight, Individually